

35420 BOOF 94

MORTGAGE—Standard Form.

(No. 21 A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 24th day of Mayin the year of our Lord nineteen hundred Forty-Eight (48) betweenHarry F. Moody and Cora E. Moody, husband and wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and Louis A. Wulfkuhle and Clara T. Wulfkuhle, husband and wife

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand Two Hundred Fifty (\$1,250.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ye sold and by these presents do grant, bargain, sell and Mortgage to the said part ies of the second part their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot Number Three (3) in Block Twenty-one (21) in Sinclair's Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said Harry F. Moody and Cora E. Moody do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a First Mortgage in the amount of Four Thousand (\$4,000.00) to The Lawrence Building and Loan Association, Lawrence, Kans.

This grant is intended as a mortgage to secure the payment of the sum of One Thousand Two Hundred Fifty Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said Harry F. Moody and Cora E. Moody to the said part ies of the second part Louis A. Wulfkuhle and Clara T. Wulfkuhle

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part ies of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part ies making such sale, on demand, to said Harry F. Moody and Cora E. Moody, husband and wife, their heirs and assigns

In witness whereof, The said part ies of the first part ha ye hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Harry F. Moody (SEAL)
Cora E. Moody (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 24th day of May A. D. 1948 before me, Edwin J. Simmons a Notary Public in and for said County and State, came Harry F. Moody and Cora E. Moody, husband and wife

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires 28 19 50.

Edwin J. Simmons
Notary Public.

Harold A. Black Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby attested and acknowledged. (Witnessed and signed by me) Louis A. Wulfkuhle Clara T. Wulfkuhle

90th August
Conrad Black
Conrad Black