

35447 BOOK 94

MORTGAGE—Standard Form

(No. 52 A)

F. I. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 27th day of MarchA. D. 1948, between James B. Deatherage & Adda C.Deatherageof Lawrence in the County of Douglas and State of Kansasof the first part, and Winifred Bender

of the second part.

Witnesseth, That the said part us of the first part, in consideration of the sum ofThree thousand and no/100 DOLLARSto them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,bargain, sell and Mortgage to the said part y of the second part her 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:

Northwest Quarter (NW 1/4) of Section Twelve (12)Township Thirteen (13) Range Eighteen (E 18)Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part us of the first part therein.And the said James B. & Adda C. Deatheragedo 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.

This grant is intended as a mortgage to secure the payment of Three thousandDollars, according to the terms of one certain note this day executed and delivered by thesaid parties of first part to thesaid part y of the second part

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 hereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part her 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of first part heirs and assigns

In Witness Whereof, The said part us of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James B. Deatherage (SEAL)Adda C. Deatherage (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglass CountyBe It Remembered, That on this 27 day of March A. D. 1948before me, Joe Taylor, a Notary Publicin and for Douglas County and State, came James B. Deatherage &Adda C. Deatherage, his 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 Oct. 30, 1949Joe Taylor Notary PublicHarold A. Beck Register of Deeds