

35577

BOOK 94

MORTGAGE-Standard Form

(No. 32A)

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

This Indenture,

Made this 9th day of June
A. D. 1948 between J. A. Wright and Anna Wright, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and C. J. Knox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Five Hundred (\$4500.00) ----- DOLLARS to 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 parties of the second part his 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:

Beginning at a point Forty-eight (48) rods North of the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty (30), Township Twelve (12), Range Twenty (20), thence West Twenty (20) rods, thence North Thirty-two (32) rods, thence East Twenty (20) rods, thence South Thirty-two (32) rods to the Place of beginning, containing Four (4) acres of land, more or less, reserving however from the North and East sides of said tract a strip of land Thirty (30) feet wide for a public street and highway, being in Addition Six (6), in that part of the City of Lawrence, formerly known as North Lawrence,

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

This grant is intended as a mortgage to secure the payment of Forty-five Hundred (\$4500.00) -- Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party 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 thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his 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 party making such sale, on demand, to said parties of the first part.

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

J. A. Wright (SEAL)
Anna Wright (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

ss.

Be It Remembered, That on this 9th day of June A. D. 1948

before me, Frank Fox, a Notary Public

in and for said County and State, came J. A. Wright and

Anna Wright, his wife

to me personally known to be the same persons 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

July 7 1948

Notary Public



Wesley R. Beck, Register of Deeds.