

35657 BOOK 94

MORTGAGE—Standard Form

(No. 528)

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

This Indenture,Made this 18th day of JuneA. D., 1948, between Donald B. Norris and Ruth A. Norris, his wife; Everett L. Norris and Madeline O. Norris, his wife; Waldon L. Norris and Ruth W. Norris, his wife,of Lawrence in the County of Douglas and State of Kansas
of the first part, and L. H. Emmett

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Five 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 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:Lot two hundred fifteen on Locust Street in Subdivision of South one-half of Block Five (5) in that part of the city of Lawrence, Kansas, formerly known as North Lawrence.with all the appurtenances, and all the estate, title and interest of the said part 1st 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 incumbrancesThis grant is intended as a mortgage to secure the payment of \$5,000.00
Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part Y of the second partand 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 Y 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 part Y making such sale, on demand, to said parties of the first part heirs and assignsIn Witness Whereof, The said part 1st of the first part ha ya hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Donald B. Norris (SEAL)
Ruth A. Norris (SEAL)
Everett L. Norris (SEAL)
Madeline O. Norris (SEAL)
Waldon L. Norris

STATE OF KANSAS,

Douglas County,Be It Remembered, That on this 18th day of June A. D. 19 48
before me, _____, a Notary Publicin and for said County and State, came Donald B. Norris and Ruth A. Norris, his wife; Everett L. Norris and Madeline O. Norris, his wife; Waldon L. Norris and Ruth W. Norris, his wife; who me personally known to be the same persons who executed the within 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 June 26 1951

Notary Public

C. B. H. Boyd

Recorded June 18, 1948 at 8:45 A.

Harold A. Beck Register of Deeds

This mortgage is being recorded, and the lien thereby created, discharges, in full, the mortgage recorded on June 14, 1948, in Book 94, Page 284, of the same record.