

MORTGAGE-Standard Form

35996

BOOK 94

(No. 52A)

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

This Indenture,Made this 26th day of July
A. D. 1948, between Claude V. Norris and Dorothy A. Norris, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Stanley H. Fagerberg

of the second part.

Witnesseth. That the said parties of the first part, in consideration of the sum of Thirty Two Hundred and Fifty 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 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:

lots 5, 16 and 17 in Block 183, City of Eudora

with all the appurtenances, and all the estate, title and interest of the said part 183 of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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: \$3250.00 Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part Computed on each monthly balance the said part y of the second part 4.5% Interest/- Principal and Interest payable at \$50.00 per month beginning September 1, 1948 and a like amount the first of each month thereafter until Paid.

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 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part 183 of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Claude V. Norris (SEAL)
Dorothy A. Norris (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas

Be It Remembered, That on this 26th day of July A. D. 1948 before me, the undersigned a Notary Public in and for said County and State, came Claude V. Norris and Dorothy A. Norris, 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 November 29 1950

Charles L. Jackson
Notary Public

Recorded July 30, 1948 at 10:40 A. M.

Harold A. Black Register of Deeds

been paid in full, this mortgage is hereby released, and the lien thereon is terminated. As witness my hand, at Lawrence, Kansas, this 30th day of July, 1948.