

MORTGAGE—Standard Form.

(No. 52 A)

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36485 BOOK 94

# This Indenture,

Made this 27th day of September  
A. D. 1948, between Oscar H. Baker and Beulah M. Baker, his wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Eugene Brune

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand Five Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Beginning at the Northwest corner of the Southeast Quarter of Section 5, Township 13, South Range 20, East of the 6th P. M.; thence East 95 rods; thence South 20 rods; thence West 95 rods; thence North 20 rods to place of beginning, containing 11.7/8 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two Thousand Five Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said first parties to the said 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 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 ies making such sale, on demand, to said first parties, their

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.  
Signed, Sealed and delivered in presence of

Oscar H. Baker (SEAL)

Beulah M. Baker (SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County,

ies

(SEAL)

Be It Remembered, That on this 27th day of September A. D. 1948 before me, the undersigned a Notary Public

in and for said County and State, came Oscar H. Baker and Beulah M.

Baker, his wife

to me personally known to be the same person s 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 27, 1951

Notary Public.



Recorded September 27, 1948 at 2:30 P.M.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand this 22nd day of September, 1951.

Harold A. Beck Register of Deeds  
Eugene Brune  
Beulah M. Baker  
Oscar H. Baker