

MORTGAGE Standard Form

36531

Book 94

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

This Indenture,

Made this 4th day of October, A. D. 1948, between Harry J. Moorman and Florence E. Moorman, 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 parties of the first part, in consideration of the sum of four thousand and no/100 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 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:

The South west one-quarter of the Northwest one-quarter of Section thirty-six (36), also the Northwest one-quarter of the Northeast one-quarter of Section thirty-five (35) all in Township thirteen (13) Range Nineteen (19) in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 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 inalienable estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of four thousand and no/100 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 part 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 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 of the first part, their heirs and assigns.

In Witness Whereof, The said parties 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

Nancy J. Moorman (SEAL)
Audrey C. Moorman (SEAL)

STATE OF KANSAS.

Douglas

County,



Be It Remembered, That on this 4th day of October, A. D. 1948, before me, the undersigned, a Notary Public

in and for said County and State, came Harry J. Moorman and Florence E. Moorman, his wife

to 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

C. B. Hight (SEAL)
Notary Public

Recorded October 5, 1948 at 8:55 A.M.

RELEASE

Note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 9th day of April, A. D. 1951

L. H. Emmett

This release was written in the original

instrument

and is

corrected

by

this

date

10/27

1951

Barbara Fisher