

36847 BOOK 95

MORTGAGE-Standard Form

(No. 52 B)

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

**This Indenture,** Made this 12th day of November

A. D., 1948, between Carl E. Axline and Mary Axline, husband and wife,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and J. E. Morris

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Nineteen Hundred Dollars (\$1900.00) 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 part 2nd 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 No. One Hundred Nineteen (119) in Block  
No. Thirty Three (33), in that part of the City  
of Lawrence, known as West 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 grantors  
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 Nineteen Hundred (\$1900.00) Dollars, according to the terms of a certain note this day executed and delivered by the said Carl E. Axline and Mary Axline, husband and wife, to the said part 2nd 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 2nd 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 1st making such sale, on demand, to said parties of the first part heirs and assigns

In Witness Whereof, The said part 1st 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

Carl E. Axline (SEAL)  
Mary Axline (SEAL)  
(SEAL)  
(SEAL)

My note is now being given away and is not in file, this mortgage is hereby released, and in my energy created and signed. It is witnessed by hand and date 12th day of November, 1948.

J. E. Morris

My term... seems to be... 27, 1957

Handwritten note at bottom left of page, partially obscured.