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88670 BOOK 95

MORTGAGE Standard Form

(No. 37 A)

E. I. BOYLES, Publisher of Legal Blanks, Lawman, Kansas

This Indenture.

This Indenture, Made this 17th tenth day of October
A. D. 19th 48 between George Williams and Ruth Williams his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lena Winger widow

of the second part

Witnesseth, That the said part 103 of the first part, in consideration of the sum of one Thousand One Hundred Fifty (\$1150.00)----- 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 2 of the second part hereof their 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 (S.E.1) of the (S.E.1.) of Section 12, Township 14, Range 20; Containing 40 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 103 of the first part therein

And the said grantors

do hereby covenant and agree that at the delivery hereof **they are** the lawful owner^s 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 One thousand one hundred fifty (\$150.00) Dollars, according to the terms of one certain note this day executed and delivered by the said George Williams and Ruth Williams his wife 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 Y or the second party of the second part, or his or her assigns, or executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and he or she shall have full power to do so, 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 John A. Winter

her heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and delivered in presence of

George Williams (SEAL)
Ruth Williams (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 6th day of November A.D. 1948
before me, W. R. Schaal a Notary Public

in and for said County and State, came *George Phillips*

John T. Williams

to me personally known to be the same person who executed the foregoing instrument, and

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 20 Sept 1951

Notary Public

Recorded November 19, 1948 at 11:20 A. M.

Harold A. Beck

Factor of Deeds