

37046 BOOK 95

MORTGAGE Standard Form

(No. 32B)

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

**This Indenture,** Made this 3d day of DecemberA. D., 1948, between Bert E. Hicks and Florence E. Hicks, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Lowell B. Sterling

of the second part.

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Twenty-five hundred and no/100 DOLLARSto them duly paid, the receipt of which is hereby acknowledged, he 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 NW corner of Lot 8, which is the NW corner of the NW 1 of Section 33, Township 12, Range 20, thence East 394.2', thence South parallel with West line of said Quarter Section 16.0', more or less, to Kansas River; thence N' along North bank of Kansas River to West line of said Quarter Section, thence North on West line 920' more or less, to point of beginning.with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein.And the said parties of the first partdo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Twenty-five hundred and no/100Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to thesaid part Y of the second partand 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 Y making such sale, on demand, to said parties of the first part.

heirs and assigns

In Witness Whereof, The said part 1 of the first part has ve hereunto set their hands and seal the day and year first above written

Signed, Sealed and delivered in presence of

Bert E. Hicks (SEAL)  
Florence E. Hicks (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County,Be It Remembered, that on this 3d day of December A. D. 1948before me, the undersigned, a Notary Publicin and for said County and State, Bert E. Hicks andHicks, 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 Comm. Expires June 26 1951C. B. Harpold  
Notary PublicHarold A. Beck Register of Deeds

Recorded December 21, 1948 at 1:45 P. M.