

37116 BOOK 95

MORTGAGE-Standard Form

(No. 527)

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

This Indenture, Made this 24th day of NovemberA. D., 1948, between J. E. Dwyer, a single manof Palmyra Township in the County of Douglas and State of Kansas
of the first part, and J. J. Dwyer

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of***** FIFTEEN HUNDRED & No/100 ***** DOLLARSto him duly paid, the receipt of which is hereby acknowledged, he S sold and by these presents do ES 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:All of the East one-half of the Northeast quarter of Section Number
Thirty three (33), Township Fourteen (14), Range twenty one (21),
East of the 6th P. M., except one (1) acre out of the Northeast
corner for school purposeswith all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part do ES hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrancesThis grant is intended as a mortgage to secure the payment of Fifteen Hundred & No/100 ***** Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said 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 Y 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 party of the first parthis heirs and assignsIn Witness Whereof, The said part Y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

J. E. Dwyer

(SEAL)

STATE OF KANSAS

Franklin County.Be It Remembered, That on this 24th day of November A. D. 19 48before me, H E De Tar Notary Public

in and for said County and State, came

J. E. Dwyer, a single man

O to me personally known to be the same person 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 February 12th, 1949H E De Tar

Notary Public



Recorded January 4, 1949 at 11:20 A. M.

Register of Deeds.