

37401 BOOK 166

MORTGAGE-Standard Form

One Year

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

# This Indenture,

Made this

day of

in the year of our Lord nineteen hundred forty nine

between

John G. Niehoff and Ella Rose Niehoff, his wife

of Lawrence

in the County of

Douglas

and State of Kansas

of the first part, and W. H. Andrews

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three hundred nineteen and 24/100

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 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:

Lot No. 229 in Fairfax Addition,

an addition to the City Of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John G. Niehoff and Ella Rose Niehoff, his wife 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of the sum of \$ 319.24 Dollars, according to the terms of one certain note this day executed and delivered by the said John G. Niehoff and Ella Rose Niehoff, his wife to the said part Y of the second part W. H. Andrews

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 Y of the second part his heirs, 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 Y making such sale, on demand, to said W. H. Andrews

his heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

John G. Niehoff (SEAL)  
Ella Rose Niehoff (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County, ss.

Be it Remembered, That on this 28 day of June A. D. 1949 before me, C. B. Harford, a Notary Public in and for said County and State, came John G. Niehoff and Ella Rose Niehoff his wife to me personally known to be the same person who executed the foregoing 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. Harford Notary Public.

James A. Black Register of Deeds

Received by the Register of Deeds, Lawrence, Kansas, this 28th day of June, A.D. 1949, for the purpose of recording the foregoing mortgage. Charles S. Andrews, Admin. of the Estate of W. H. Andrews, deceased.