

37447 BOOK 95

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,Made this 4th day of January
A. D., 19 49, between Mary Edna Martin and Edward Martin, her husbandof in the County of Douglas and State of Kansas
and the first part, and Myrtle E. Walters

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Four Thousand and 00/100----- DOLLARSto 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, her 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:Commencing at a point on the West line of the Southeast 1/4 of Section 3,
Township 13, Range 20, where said West line of said SE 1/4 is intersected by
the South line of the railroad right of way of the A.T. & S.F. Railway;
thence East along the South line of the said railroad right of way
2919.18 feet to the West boundary line of Shawnee Indian Reservation;
thence South on said West boundary line of Shawnee Indian Reservation
1193.76 feet; thence West 2919.18 feet to the West line of the SE 1/4 of
Section 3; thence North to the place of beginning, containing 80 acres.
with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Four Thousand and 00/100-----
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said Parties 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 her 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
their heirs and assignsIn Witness Whereof, The said part ies of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Mary Edna Martin (SEAL)
Edward Martin (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County, } ss.

Be It Remembered, That on this 4th day of January A. D. 19 49before me, Mary L. Keegelin and for said County and State, came Mary Edna Martin and Edward
Martin, her husbandto me personally known to be the same persons 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 December 10 19 51Mary L. Keegel Notary Public

Recorded March 1, 1949 at 4:05 P. M.

Harold A. Beck Register of Deeds

Release.
The note herein described having been paid in full, this mortgage is hereby released, and the
loan thereby created is hereby closed. In witness my hand this 24 day of Jan. 1952
Myrtle E. Walters

This return
was written
on the 24th
day of
January
1952

David J. Beck
Caroline E. Beck