

37634 BOOK 95

MORTGAGE-Standard Form

(No. 32-A)

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

This Indenture, Made this 26th day of MarchA. D., 1949, between Dwight L. Sheard and Evelyn L. Sheard, husband and wife

of Lawrence in the County of Douglas and State of Kansas
 of the first part, and John L. Shirck and Leora Shirck, husband and wife, as joint tenants
with right of survivorship and not as tenants in common

of the second part.

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

Four Thousand and no/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 parties of the second part, 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 West One-Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 20,
Township 13, Range 21.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
 And the said parties of the first part

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 Four Thousand and no/100 -----
 Dollars, according to the terms of one certain promissory note this day executed and delivered by the
 said parties of the first part to the
 said parties of the second part

and this conveyance shall be void if such payments be made as set in
 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 parties of the second part their 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 parties making such sale, on demand, to said parties of the first part, their

heirs and assigns

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

Signed, Sealed and delivered in presence of

Dwight L. Sheard (SEAL)
Evelyn L. Sheard (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,

Douglas County,

{ ss.

Be It Remembered, That on this 26th day of March A. D. 1949Before me, Mayron Keys, a Notary Publicin and for said County and State, came Dwight L. Sheard and Evelyn L.Sheard, husband and wifeto 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

August 13 1949Mayron Keys Notary Public