

(7c. 53A)

BOOK 95

E. J. Barlow, Publisher of Legal Week, Lawrence, Kansas

MORTGAGE-Standard Form

4th.

April

A. D., 1949, between S. Wayne Owens and Ruth M. Owens, his wife

of Overbrook in the County of Douglas and State of Kansas
of the first part, and Lou Urish and Ed Urish

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eighteen Thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies 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 SouthEast Quarter of Section (16), And the South Half of the NorthEast Quarter of Section (16); And the Southwest Quarter of Section (15), all in Township (15), Range (18), and containing 400 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said S. Wayne Owens and Ruth M. Owens, 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 \$ 18,000.00 Dollars, according to the terms of a certain Note this day executed and delivered by the said S. Weyn Owens and Ruth M. Owens, his wife to the said part les of the second part

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 party of the first part, his heirs, assigns, 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 amounts 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 party of the first part to the said parties of the second part.

In Witness Whereof, The said part 108 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

STATE OF KANSAS;

Osage

Country

Be It Remembered, That on this 4th day of April A. D. 1949

before me C. J. Cordts, a Notary Public

in and for said County and State, came _____

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 Feb 2nd.

19 53

Notary Public

Registered April 6, 1946 at 11:30 A. M. *Richard* *Arnold Beck* Register of "Eeds"
The male beryll described, having been paid in *Arnold Beck* *Arnold Beck*
released and the hen still in the state of *Arnold Beck* *Arnold Beck*
A.D. 1946 *Arnold Beck* *Arnold Beck*
Att: John H. Atkinson *Arnold Beck* *Arnold Beck*