

37957 BOOK 95 L

MORTGAGE-Standard Form

(C.G. 21 A)

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

This Indenture,

Made this 14th day of April

in the year of our Lord nineteen hundred forty-nine

between

Floyd D. Stansbarger and Effie M. Stansbarger, husband and wife,

of Baldwin in the County of Douglas and State of Kansas

of the first part, and J. F. Cunningham or Nellie J. Cunningham

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 North sixty (60) acres of the West

one hundred twenty (120) acres of the

Northwest Quarter (NW $\frac{1}{4}$) of Section

Fourteen (14), Twp. fifteen (15)

Range Twenty (20) in Douglas Co., Kansas

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

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 whatsoever

This grant is intended as a mortgage to secure the payment of the sum of Three Thousand ----- Dollars, according to the terms of one certain Note this day executed and delivered by the said first parties

to the said parties of the second part payable in semi-annual payments of \$150.00 each with interest on all unpaid balances at 5% per annum, said interest payable semi-annually

and this conveyance shall be void if each payment be made herein, 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 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 overplus, if any there be, shall be paid by the parties of the first part to the said parties of the second part

Parties of the first part agree to keep the buildings on said premises insured for not less than \$5,000.00 covering fire, lightning and wind storm for the benefit of said second parties, in some reliable insurance Co. approved by said second parties. 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

Floyd D. Stansbarger (SEAL)
Effie M. Stansbarger (SEAL)

STATE OF KANSAS,

Franklin County, } ss.



Be It Remembered, That on this 14th day of April A. D. 1949 before me, W. B. DeVilbiss, a Notary Public

in and for said County and State, came Floyd D. Stansbarger and Effie M. Stansbarger, husband and wife,

to 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 March 20

1951

W. B. DeVilbiss
Notary Public.

Karlan Beck Register of Deeds