

37896 BOOK 95

449

MORTGAGE—Standard Form

(No. 21A)

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

This Indenture,

Made this 30th day of April
in the year of our Lord nineteen hundred Forty Nine
between
Doloris Warmker and Pauline Warmker Hawkins and Walter J. Hawkins, her husband,
of Eudora in the County of Douglas and State of Kansas
of the first part, and the DeSoto State Bank, DeSoto, Kansas.
of the second part.

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

Lots Nineteen (19) and Twenty (20), in Block 182,
in the City of Eudora

with all the appurtenances, and all the estate, title and interest of the said part ics of the first part therein.
And the said First Parties
do hereby covenant and agree that at the delivery hereof that 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 Fifteen Hundred
Dollars, according to the terms of A certain Note this day executed and delivered by the
said First Parties to the
said part Y 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
part Y 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
part Y making such sale, on demand, to said First parties

In witness whereof, The said part ics 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

Doloris Warmker (SEAL)
Pauline Warmker Hawkins (SEAL)
Walter J. Hawkins (SEAL)

STATE OF KANSAS,

Johnson County, ss.

Be it Remembered, That on this 30th day of April A. D. 1949
before me the undersigned
Notary Public
in and for said County and State, came Doloris Warmker, Pauline Warmker
Hawkins and Walter J. Hawkins, her husband,

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 Nov. 14, 1949

Notary Public.



Recorded May 3, 1949 at 2:30 P. M.

Handwritten signature: Harold G. Beck

Register of

This note being described having been paid in full, this mortgage is hereby released, and the same
 should be cancelled. Witness my hand, this 23rd day of April, A. D. 1949.
 Arthur Saprel, Notary Public, State of Kansas.
 (By Seal)