

MORTGAGE - Standard Form

(No. 52A)

BOOK 96

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

This Indenture,

While this 11th day of July
in the year of our Lord nineteen hundred forty nine between
Gloyd L. Dreyer and Nellie Irene Dreyer, his wife
of Leecompton in the County of Douglas and State of Kansas
of the first part, and J. H. Dreyer
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 part Y of the second part his 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 Half of the Southwest Quarter of Section No. Twelve (12), Township No. Twelve (12), Range No. Seventeen (17) in Douglas County, Kansas

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 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 no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Gloyd L. Dreyer and Nellie Irene Dreyer, his wife to the said part Y of the second part J. H. Dreyer

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 his 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand, to said Gloyd L. Dreyer and Nellie Irene Dreyer, his wife, their heirs and assigns.

In witness whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.
Signed, sealed and delivered in presence of

Gloyd L. Dreyer (SEAL)
Nellie Irene Dreyer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, ss.Be it Remembered, That on this 11th day of July A. D. 1949before me, Alvin H. Harris a Notary Publicin and for said County and State, Gloyd L. Dreyer and NellieIrene Dreyer, his wife

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 December 22, 1952 Alvin H. Harris Notary Public

Recorded July 28, 1949 at 10:15 A. M.

Handwritten note: This note hereby described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Alvin H. Harris, Notary Public, July 28, 1949.
J. H. Dreyer