

39221 BOOK 56

MORTGAGE-Standard Form

(No. 32 A)

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

This Indenture,Made this 10th day of October
A. D., 1949, between John D. North and Katherine M. North, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Lena Winger

of the second part.

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

Two Thousand Six Hundred 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 party of the second part, her 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:Beginning at a point 20 rods North of the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 29, Township 12 South, Range 20 East; thence West 12 rods; thence North 52 feet; thence East 12 rods; thence South 52 feet to the place of beginning, all in that part of the City of Lawrence known as North Lawrence,

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 \$2,800.00 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable \$30.00 on the first day of December, 1949, and a like amount on the same day of each month thereafter until the entire amount is paid, together with interest at the rate of 6 per cent per annum from date, 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 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 second part, her 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 party 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

John D. North (SEAL)
Katherine M. North (SEAL)

STATE OF KANSAS,

County, Douglas

ss.

Be It Remembered, That on this 10th day of October A. D. 1949before me, The undersigned, a Notary Publicin and for said County and State, came John D. North andKatherine M. North, his 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 July 7 1952

Notary Public

Recorded October 18, 1949 at 9:10 A. M.

Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the same is being returned to the undersigned. As Witness my hand this 18th day of September 1952Miss Grace MarkwithLena Winger

This release was written on the original.

Notary Public

F. J. Boyer

Notary Public