

39493 BOOK 96

MORTGAGE-Standard Form

(No. 52 B)

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

This Indenture,Made this 2nd day of NovemberA. D., 1949, between Claude R. Sanders and Gertrude Sanders, his wifeof Palmyra Township in the County of Douglas and State of Kansas
of the first part, and Gladys L. Johnson

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Thousand & No/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has Y^e sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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:

South half of the Northwest Quarter of
Section Five (5), Township Fifteen (15),
Range Twenty one (21), South of the 6th.
P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 whatsoever

This grant is intended as a mortgage to secure the payment of Three Thousand & No/100 ----- 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 part Y of the second part, said note to bear interest at the rate of five percent per annum

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 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 part Y making such sale, on demand, to said parties of the first part their heirs and assigns

In Witness Whereof, The said part 1st of the first part has Y^e hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Claude R. Sanders (SEAL)
Gertrude Sanders (SEAL)

STATE OF KANSAS

FRANKLIN County, Mo.Be It Remembered, That on this 2nd day of November A. D. 1949before me, H E De Tarin and for said County and State, came Claude R. Sanders and Gertrude Sanders, his wifeto me personally known to be the same person^s who executed the within 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. 12th. 1953

Gladys L. Johnson Notary Public
Verdel A. Beck Register of Deeds

Recorded November 22, 1949 at 2:16 P. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 6th day of Nov 1952

Gladys L. Johnson

ATTEST: D. Leonard Lingo

This mesa
was written
on the original
instrument

Notary Public
for Kansas
Gladys L. Johnson

Verdel A. Beck
Register of Deeds
Gladys L. Johnson
Notary Public