

30510 BOOK 96

MORTGAGE - Standard Form

(No. 52 B)

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

This Indenture,

Made this 21st day of November
A.D. 1949, between Philip M. Arnett and Cleota I. Arnett, Husband and wife

of Baldwin, in the County of Douglas, and State of Kansas
of the first part, and Will Hay

of the second part.

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

Beginning at a point 7.58 chains North of the Southwest corner of the Northwest Quarter of Section 34, thence North 40 rods, thence East 20 rods, thence South 40 rods, thence West 20 rods to place of beginning, in Township Fourteen, Range Twenty, in Douglas County, Kansas containing 5 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said party 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 Fifteen Hundred & No/100 Dollars, according to the terms of 1 certain note this day executed and delivered by the said parties of the first part to the said party of the second part

specified. But if default be made in such payments, or any part thereof, or after-theron, or the taxes, or if the insurance is not kept up on said part of the second part his executors, administrators and assigns, at any time thereafter to collect the same hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale 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 party of the second part, their heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Philip M. Arnett (SEAL)
Cleota I. Arnett (SEAL)

STATE OF KANSAS,

County

Be It Remembered, That on this 21 day of November 21 A.D. 1949 before me E. M. Chastain, Notary Public in and for said County and state, came Philip M. Arnett and Cleota I. Arnett, husband and wife

to me personally known to be the same persons 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.

E. M. Chastain
Notary Public

Harold A. Beck Register of Deeds



Recorded November 23, 1949 at 1:00 P.M.

This note herein described having been taken full, the mortgage is hereby released, and the same is hereby discharged.
As witness my hand the 1st day of August 1952
Will Hay
Deputy
Dorothy Leek

I,
secured
Dated