

3964

BOOK 97

MORTGAGE-Standard Form

(No. 52A)

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

**This Indenture**, Made this 13th day of December  
in the year of our Lord nineteen hundred Forty-nine  
E. C. Pfeffer and Iva Pfeffer, his wife,  
between  
of Baldwin in the County of Douglas and State of Kansas

of the first part, and Claude B. Willey and Susan F. Willey, husband wife, as joint tenants with right of survivorship and not as tenants in common the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Dollars (\$3,000.00) 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 parties 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:

The East Fifty-two feet of Lots Number Thirty-four (34)

and Thirty-five (35) and the East Fifty feet of the North

One-half of Lot Numbered Thirty-six (36), all on Ninth

Street, in the City of Baldwin City, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Three Thousand Dollars (\$3,000.00) Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part ies 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 ies of the second part themselves 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 parties making such sale, on demand, to said

heirs and assigns

In witness whereof, The said part ies 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

E. C. Pfeffer (SEAL)  
Iva Pfeffer (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County, ss.



Be It Remembered, That on this 14 day of December A. D. 1949  
before me, Emma H. Emery, a Notary Public  
in and for said County and State, came E. C. Pfeffer and Iva Pfeffer,  
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

3-20-1951

Emma H. Emery Notary Public.

Harold A. Beck Register of Deeds

RELEASE  
The note herein described, having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand, this 30 day of January A. D. 1951.  
R. E. Morrow  
Grace B. Morrow