

40729 BOOK 98

MORTGAGE—Standard Form

(No. 52 A)

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

**This Indenture,**Made this 31st day of MayA. D. 1950, between Julian D. Morgan and Erma L. Morgan, husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Elizabeth S. Walker

of the second part.

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

Fifteen hundred and 0/100 DOLLARSto 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 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:All of the West one-half (1/2) of Lot E and the North thirty-nine feet (N 39') of the East one-half (1/2) of Lot D, all in University Place, an addition to the City of Lawrence, 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 Julian D. Morgan and Erma L. Morgan, husband and wifedo 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 and 0/100 Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Julian D. Morgan and Erma L. Morgan, husband and wife to the said part Y 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 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 Julian D. Morgan and Erma L. Morgan, husband and wife, or survivor, 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

Julian D. Morgan (SEAL)Erma L. Morgan (SEAL)Elizabeth S. Walker (SEAL)

STATE OF KANSAS

Douglas County

ss.

Be It Remembered, That on this 31st day of May A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, came Julian D. Morgan and hiswife, Erma L. Morgan

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 May 5 1952

Notary Public

Recorded May 31, 1950 at 1:35 P. M.

Ward A. Beck Register of Deeds

43  
 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 30th day of April, 1951.

Elizabeth S. Walker