

41309

BOOK 98

MORTGAGE - Standard Form

(No. 52A)

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

# This Indenture,

Made this 4th day of August  
A. D., 19 50 between John A. Marshall and Genevieve Marshall, his wife,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Samuel Ross Maffet and Marguerite Hird Maffet, his wife,

of the second part.

Witnesseth, That the said part 1st 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 part 2nd 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:

Beginning at a point on the West boundary of the North West Quarter (NW<sup>1</sup>) of Section Five (5), Township Thirteen (13), Range Twenty (20), 6 chains 80 links North of the Southwest corner of said North West Quarter, thence East 6 chains 80 links, thence North 1 chain 47 links, the West 6 chains 80 links, thence South 1 chain 47 links, to the place of beginning, and containing 1 acre, more or less,

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 that they 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 NO/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part 2nd 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 2nd of the second part their 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 2nd making such sale, on demand, to said first parties their heirs and assigns.

In Witness Whereof, The said part 2nd of the first part ha ve hereunto set their hand s and seal s the day and year first above written.  
Signed, Sealed and delivered in presence of

John A. Marshall (SEAL)  
Genevieve Marshall (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
County Douglas ss.

Be It Remembered, That on this 4th day of August A. D. 19 50  
before me, Ernest Kloos, a Notary Public  
in and for said County and State, came John A. Marshall and Genevieve Marshall, his wife,

to me personally known to be the same person s 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.

Ernest Kloos  
Notary Public



My Commission Expires July 31, 19 52

Recorded August 5, 1950 at 8:30 A. M.

Ernest Kloos Register of Deeds

John A. Marshall, 103, Page 282