

41586

BOOK 98

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 23rd day of August

A. D., 1950, between Harold A. Peterson and Berniece Peterson,
husband and wife

of Douglas Lawrence in the County of Douglas and State of Kansas
of the first part, and Una S. Kreider

of the second part.

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

Four thousand seventy nine and 52/100 ----- 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, 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:

Lot One hundred twenty (120) on Illinois Street in Block
thirty eight (38) in that part of Lawrence known as
West Lawrence in Douglas County 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 to be 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 Four thousand seventy nine and 52/100 Dollars, according to the terms of one certain this day executed and delivered by the said parties of the first part 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 party 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 ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Harold A. Peterson (SEAL)
Berniece Peterson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 23 day of August A. D. 1950

before me, Karl M. Kreider a Notary Public

in and for said County and State, came Harold A. Peterson and

Berniece Peterson

to me personally known to be the same person 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 November 10 1951

Karl M. Kreider Notary Public

Recorded September 2, 1950 at 6:20 A. M. Release

Harold A. Peterson Register of Deeds
The note herein described having been paid in full this mortgage is hereby released and the debt hereby discharged. Be Witness my hand and seal this 23 day of Aug 1950.
Una S. Kreider