

41722

BOOK 98

MORTGAGE-Standard Form

(No. 52A)

F. J. Doyle, Publisher of Legal Blanks, Lawyers, Kansas

This Indenture,

Made this 16th day of September
in the year of our Lord nineteen hundred fifty between
Thelma Frances Silvers and Franklin Silvers, her husband

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Johnson Smothers

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Nine hundred DOLLARS
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 his heirs and assigns forever,
all that tract or parcel of land situated in the County of Lawrence and State of
Kansas, described as follows to-wit:

Lot No 126 on New York Street, in
the City of Lawrence, Douglas County.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Thelma Frances Silvers and Franklin Silvers, parties of the first
part 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 Nine Hundred
Dollars, according to the terms of one certain note 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 part Y of the second part his 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 surplus, 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 parties 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

Thelma Frances Silvers (SEAL)
Franklin Silvers (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
Douglas County, } ss.

Be it Remembered, That on this 16th day of September A. D. 19 50
before me, Goldie K. Harris, a Notary Public
in and for said County and State, came Thelma Frances Silvers and
Franklin Silvers, her husband.

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.



May 12, 1954.

Goldie K. Harris Notary Public.

Recorded September 16, 1950 at 10:20 A. M.

*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 5th day of May A.D. 1952*

Johnson Smothers

THIS MORTGAGE
IS FILED
IN THE ORIGINAL
RECORDS
OF THE
COUNTY OF
DOUGLAS
STATE OF KANSAS
THIS 16th DAY OF
SEPTEMBER
1950
AT 10:20 A.M.
GOLDIE K. HARRIS
NOTARY PUBLIC
DOUGLAS COUNTY, KANSAS