

MORTGAGE-Standard Form

(No. 52 A)

BOOK 99

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

This IndentureMade this 21st day of November
A. D. 1950 between Howard E. Burnett and Barbara Burnett, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank Fox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred (\$3500.00) 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 party of the second part, his 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 466.6 feet North and 29.8 feet East of the South West corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence North 167.8 feet; thence East 300 feet, thence North 50 feet, thence West 300 feet, thence South 50 feet to the place of beginning, all in 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 parties of the first part do 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 Thirty-five Hundred (\$3500.00) 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 party 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, his executor, 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 party making such sale, on demand, to said parties of the first part.

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Howard E. Burnett (SEAL)
Barbara Burnett (SEAL)

STATE OF KANSAS,

County, DouglasBe It Remembered, That on this 21st day of November A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, came, Howard E. Burnett andBarbara Burnett, his wife 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

July 211954Low H. Aulphin Notary Public

NOTARY PUBLIC

Subscribed November 21, 1950 at 11:00 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 30 day of July 1951.

Frank Fox

Notary Public
Low H. Aulphin
July 21, 1954