

42573

BOOK '99

MORTGAGE Standard Form

(No. 52 A)

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

**This Indenture.**

Made this 5th day of January

A. D. 1951 between Philo K. Beck and Mary E. Beck, his wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and Luella B. Beck

of the second part.

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

Two Thousand 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 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:

The South Forty (40) Acres of the Northwest Quarter (NW<sup>1/4</sup>) of Section Eleven (11), Township Fifteen (15), Range Nineteen (19).

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 owners 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 Two Thousand 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 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, 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 party of the second part, making such sale, on demand, to the parties of the first part, 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

Philo K. Beck  
Mary E. Beck

(SEAL)

(SEAL)