

### MORTGAGE-Standard Form

(No. 53 A)

**This Indenture,**

This Indenture, Made this 26th day of January

A. D. 19 52 between Leon Andrew and Elma Andrew, his wife

of R. H. Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Mabel Cunningham

of the second part

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

Forty Nine Hundred Seventy Five & 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 of the second part her heirs and assigns forever all that tract or parcel of land situated in the County of Barton and State of Kansas, described as follows, to-wit:

The Northwest 1/4 (NE1/4) of Section 28, Township 12; Range 18, east of the 6th P.M., and being the same real estate conveyed to the Union Central Life Insurance Company, by deed dated June 21, 1944, and recorded in Book 147, Page 552 of the records of Douglas County, Kansas. Subject to an electric transmission pole line easement, granted unto the Kansas Electric Power Company, dated November 21, 1945, and all other existing tenements or rights of parties in possession, all leases, rent contracts, rights of way and easements of every character now existing on, over, under or across said land.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said First Parties

do hereby covenant and agree that, at the delivery hereof ~~that 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 Forty Nine Hundred (\$49,000) Dollars, according to the terms of a certain Note \_\_\_\_\_ this day executed and delivered by the said First Parties \_\_\_\_\_ to the said part \_\_\_\_\_ 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 First Party or the second party, 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 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 Second Party making such sale, on demand, to said First Party.

heirs and assigns

In Witness Whereof, The said part les. of the first part hn ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leon Andrew (SEAL)

Elma Andrews. (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Johnson County 68.

**Be It Remembered,** That on this 26th day of January A.D. 1952

before me, the undersigned \_\_\_\_\_, a Notary Public  
in and for said County and State, came Leon Andrew 1 c

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 \_\_\_\_\_ 10

~~City Commission Expires Nov 4, 1954~~

Notary Public

THIS RELEASE  
WAS WRITTEN  
ON THE ORIGINAL  
MORTGAGE  
ENTRUSTED  
THIS 7 DAY  
OF AUGUST

THIS RELEASE  
WAS WRITTEN  
ON THE ORIGINAL  
MORTGAGE

THIS 7<sup>th</sup> day  
of August  
19 58

Harold A. Bush  
Rose of Georgia  
Barbara Secher

Reco

Reg.  
Fee P

Recorder