

45492 BOOK 101

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 7th day of April

A. D. 1952, between Howard L. Dillon and Pearl R. Dillon, his wife, and John M. Flory and Jacqueline June Flory, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and Edna A. Smith of the second part.

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

Ten Thousand Dollars (\$10,000.00) 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 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 Half of the Southwest Quarter, less the Southeast Quarter of the Southeast Quarter of said Southwest Quarter; and the South Half of the Northeast Quarter of the Southwest Quarter, all in Section Fourteen (14); also, All that part of the Northwest Quarter of Section Twenty-three (23) lying North of a County Road established by the Board of County Commissioners on July 3, 1867, containing 30 acres, more or less; also All that part of the Northwest Quarter of Section 23 described as follows: Beginning at a point where said County Road intersects the North line of said Section 23; thence East along said North line to the East line of said Quarter Section; thence South along said East line to the South line of said Quarter Section; thence West along said South line to the Bluff stone fence; thence Northwesterly along said fence to said County Road; thence along said County Road to the place of beginning, less the following: Beginning at the Northeast corner of said Northwest Quarter; thence South along the East line of said Quarter Section 160 rods; thence West along the South line of said Quarter Section 1292 feet, more or less, to a corner stone; thence North to said County Road; thence along said County Road in a Northeasterly direction to where said County Road crosses the North line of said Quarter Section; thence East along said North line to the place of beginning, less all that part of the above described land included in the Douglas County Lone Star Park boundary established by the survey of the County Engineer on February 4, 1939, which has been duly recorded in the office of the Register of Deeds of said County in Plat Book 3, on Page 51, and also less the tract of land described in the Deed recorded in Book 134, on Page 393, all in Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian, 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 Ten Thousand Dollars (\$10,000)

Dollars, according to the terms of a certain promissory note this day executed and delivered by the

said parties of the first part to the

said party of the second part payable ten years after date, with interest at the rate

of four per cent (4%) per annum, payable semi-annually.

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 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 making such sale, on demand, to said parties of the first part their heirs and assigns