

46389 BOOK 102

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this 29th day of May

A. D. 1952, between Leonard H. Axe and Hermia E. Axe, his wife,

of Lawrence in the County of Douglas and State of Kansas.

of the first part, and Ethel M. Sweeney,

of the second part.

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

Six Thousand Five Hundred (\$6,500.00) 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 part y 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:

Lots Four (4) and Five (5), in Block Four (4) in University Place, an Addition to the City of Lawrence, Douglas County, Kansas.

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

And the said Leonard H. Axe and Hermia E. Axe

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 Six thousand five hundred (\$6,500.00)

Dollars, according to the terms of one certain first mortgage ^{note} this day executed and delivered by the

said Leonard H. Axe and Hermia E. Axe to the

said part y of the second part payable five years after date, with interest

at 4 1/2 per annum

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 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 y making such sale, on demand, to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leonard H. Axe (SEAL)
Hermia E. Axe (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 29th day of May A. D. 1952

before me, _____, a Notary Public

in and for said County and State, came Leonard H. Axe and Hermia E.

Axe, his wife,

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.



My Commission expires Sept 24 1955

Cambridge M. Gunkle Notary Public

Handwritten notes and signatures at the bottom left of the page.