

MORTGAGE.

(NO. 52A)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 27th day of December

A. D. 19 52, between Kenneth B. Noever and Mildred L. Noever, husband and wife

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Lyman L. Lemon and Floy S. Lemon, husband and wife, as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Sixteen Hundred ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies of the second part their 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: Lot Twenty-nine (29) in Maple Lawn, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 except a \$8600.00 Mtg. to Northwestern Mutual Life Insur. Co. Dated 1-15-51 & recorded 2-14-51 in Bk. 99, Page 407 in Reg. of Deeds Office, Dourlas Co., Kansas

This grant is intended as a mortgage to secure the payment of Sixteen Hundred (\$1600.00) Dollars, according to the terms of a certain Note this day executed and delivered by the said parties of the first part to the said part ies of the second part, their heirs and assigns

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 ies of the second part their 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 ies 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 ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth B. Noever (SEAL)
Mildred L. Noever (SEAL)

(SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County, } ss.



Be It Remembered, That on this 27th day of December A. D. 19 52 before me, the undersigned, a Notary Public in and for said County and State, came Kenneth B. Noever and Mildred L. Noever, husband and wife

to me personally known to be the same person S 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 April 18th 19 55

Robert P. Harrison Notary Public
Robert P. Harrison