

MORTGAGE

(NO. 52B)

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

# This Indenture,

Made this 19th day of January  
A. D. 1955, between Mrs. Claire Wherry and Vivienne Freeman

of Baldwin City, in the County of Douglas and State of Kansas  
of the first part, and Hay Machinery Company

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Five Hundred 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 its 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 Numbered Ninety Eight (98) and One Hundred (100)  
on Indiana Street in Baldwin City, Douglas Co., 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 Thirty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Mrs. Claire Wherry and Vivienne Freeman 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 its 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 making such sale, on demand, to said

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

Claire Wherry (SEAL)  
Vivienne Freeman (SEAL)  
(SEAL)

STATE OF KANSAS



Be It Remembered, That on this 19th day of January A. D. 1955  
before me, Donald O. Watt, a Notary Public  
in and for said County and State, came Claire Wherry and  
Vivienne Freeman  
in the presence of me and me persons who executed the within instrument of  
mortgage and they acknowledged the execution of the same.  
I, the undersigned, Notary Public, have hereunto subscribed my name and affixed my official seal on  
this day and year first above written.  
Donald O. Watt Notary Public