

Not. No. 3307  
Fee paid \$10.00

MORTGAGE

(NO. 52A)

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

48649 BOOK 103

# This Indenture,

Made this 21<sup>st</sup> day of March

A. D. 1953, between Charles G. Cassity and Betty J. Cassity, husband and wife, ~~the number of them, as joint tenants, and not as tenants in common~~

of Lawrence, in the County of Douglas and State of Kansas of the first part, and John Bullard and Bertha L. Bullard, formerly Bertha L. Gordon, husband and wife, or the survivor of them, as joint tenants, 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 FOUR THOUSAND and no/100ths 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 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 27, Lot 28, and Lot 29 in Block Three (3), Belmont Addition adjacent 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<sup>S</sup> 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 FOUR THOUSAND and no/100ths Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part ies 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 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 have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of  
Marion A. Barlow (SEAL)  
Charles G. Cassity (SEAL)  
Betty J. Cassity (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.



Be It Remembered, That on this 21<sup>st</sup> day of March A. D. 1953

before me the undersigned, a Notary Public in and for said County and State, came Charles G. Cassity and Betty J. Cassity, husband and wife,

to me personally known to be the same person<sup>S</sup> 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 June 27 1956 Marion A. Barlow Notary Public

*October 5*  
*Marion A. Barlow*  
*Notary Public*

John Bullard

Gordon