

Op. No. 9104
Fee Paid 11.70

49100 BOOK 104

MORTGAGE (NO. 52B) Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 20th day of April A. D. 1953, between Henry Robert Westhoff and Laura Birtie Westhoff, his wife

of Baldwin, in the County of Douglas and State of Kansas of the first part, and C. R. Whitley or Naoma E. Whitley, as Joint tenants with rights of survivorship of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred Twenty-six and 72/100 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 parties 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:

Lots 8, 9, 10, 11, 12, 13, and 14 in Marshall Addition, Baldwin City, Kansas, Also beginning at corner stone in center of Lawrence, and South Streets in (S 1/2) South one-half of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of 5-15-20, West 324 feet; South 335 feet to line of G. W. Scott: East along said line to A. T. & S. F. Railway Right of Way: Northeast along said Right of Way to center of Lawrence Street, thence to beginning.

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 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 first mortgage to the Ottawa Building and Loan Association

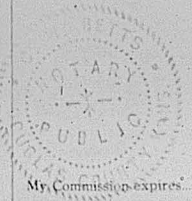
This grant is intended as a mortgage to secure the payment of Six Hundred Twenty-six and 72/100 Dollars, according to the terms of one certain Promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part

and this conveyance shall be void if such payments be made as herein specified. But in 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 parties 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 parties making such sale, on demand, to said parties of the first part their 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 Henry Robert Westhoff (SEAL) Laura Birtie Westhoff (SEAL)

STATE OF KANSAS Douglas County, ss.

Be It Remembered, That on this 11th day of May A. D. 1953 before me, C. W. Betts, a Notary Public in and for said County and State, came Henry Robert Westhoff & Laura Birtie Westhoff



to me personally known to be the same person who executed the within 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 28 1957 C. W. Betts Notary Public

Recorded May 11, 1953 at 10:00 A. M. Register of Deeds

Handwritten notes and signatures at the bottom of the page, including 'Dorothy L. Beck' and '55'