

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 16th day of May

A. D. 19 53, between

Berenice Wilson and Lawrence Wilson, her husband,

of Eudora, in the County of Douglas and State of Kansas of the first part, and Louis J. Bartz and Norma Bartz, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Thousand (\$6,000.00) Dollars 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 part 1st 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:

The South 100 acres of the Southeast Quarter, Section 9, Township 13, South, Range 21, East of the Sixth P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of 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 Six Thousand Dollars (\$6,000.00 Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Berenice Wilson and Lawrence Wilson, her husband to the said part 1st of the second part payable in annual installments of \$1,000.00 each. First installment to be paid on August 1, 1954, and a like amount on the 1st day of each August thereafter until said balance is paid in full.

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 1st 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 1st 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

Lawrence Wilson (SEAL)
Berenice Wilson (SEAL)

STATE OF KANSAS, Douglas County, ss.



BE IT REMEMBERED, That on this 16th day of May A. D. 19 53 before me, the undersigned a Notary Public in and for said County and State, came Berenice Wilson and Lawrence Wilson, her husband,

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 August 15 19 55 Elva Chandler Notary Public

Recorded May 19, 1953 at 10:20 A. M.

The note herein described having been paid in full, this mortgage is hereby created discharged. As witness my hand this

W. A. Deak