

49131 BOOK 104

MORTGAGE—Standard Form

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture,

Made this 16th day of May

A. D. 19 53, between William B. Haupt and Gladys L. Haupt, Husband and Wife,

of Leavenworth, in the County of Leavenworth and State of Kansas  
of the first part, and Claude B. Willey and Susan F. Willey, 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 ies of the first part, in consideration of the sum of  
SIX HUNDRED AND FIFTY 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 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:

Lots Numbered 45, 47, 49, 51, 53, 55 and  
57 on Elm Street, in the City of Baldwin  
City, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said first parties  
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 HUNDRED AND FIFTY and No/100 -  
Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the  
said William B. Haupt and Gladys L. Haupt, to the  
said part ies of the second part, with interest at 6% per annum payable semi-  
annually.

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 surplus, if any there be, shall be paid  
by the part ies making such sale, on demand, to said first parties

heirs and assigns

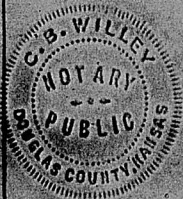
**In Witness Whereof,** The said part ies of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

William B. Haupt (SEAL)  
Gladys L. Haupt (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County



**Be It Remembered,** That on this 16th day of May A. D. 19 53

before me, C. B. Willey, a Notary Public  
in and for said County and State, came William B. Haupt and Gladys  
L. Haupt, 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

Feb 5 19 57

C. B. Willey Notary Public

This release  
was written  
on the original  
mortgage  
instrument  
this 5th day  
of Dec  
19 57

Harold J. Beck  
Reg. of Deeds  
By Marie W. Beck  
Deputy