

49168 BOOK 104

MORTGAGE

(No. 52A)

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

This Indenture, Made this 20th day of May

A. D. 19 53, between

J. M. Clevenger and Valentine Clevenger, his wife,

of Lawrence in the County of Douglas and State of Kansas

of the first part and Elda C. Parsons and Louis S. Parsons, her husband, 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 Ten Thousand Eight Hundred Dollars (\$10,800.00) DOLLARS,

to have they paid, the receipt of which is hereby acknowledged, he we 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 certain parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

Ten South Fifty (50) feet of Lot Numbered Three (3) and all Lot Numbered Four (4) in Block Numbered Thirteen (13) in Babcock's Enlarged Addition to the City of Lawrence,

with all the appurtenances, and all the accretions, title and interest of the said part ies of the first part therein. And the said parties of the first part

do hereby warrant 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 deed is intended as a mortgage to secure the payment of Ten Thousand Eight Hundred Dollars (\$10,800.00)

Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part

to the said parties of the second part payable in annual payments as follows: \$3600.00 on May 20, 1954, \$3600.00 on May 20, 1955, and \$3600.00 on May 20, 1956, with interest at 5 per cent per annum, payable 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 incumbrance 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, or demand to said parties of the second part

their heirs and assigns

In Witness Whereof, The said part ies of the first part he we hereunto set their hand and seal this day and year first above written.

Signed, Sealed and delivered in presence of

J. M. Clevenger (SEAL)
Valentine Clevenger (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, ss.



BE IT REMEMBERED, That on this 24th day of May A. D. 19 53

before me, the undersigned, a Notary Public

in and for said County and State, came J. M. Clevenger and Valentine Clevenger, his 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.

August 15 19 53 Paul Chandler Notary Public

Paul Chandler Registrar of Deeds.

Handwritten notes at the bottom of the page, including a date of recording (August 15, 1953) and a reference to a deed.