

Ret. No. 9116
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19279 BOOK 101

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this 2nd day of June

A. D. 1953, between Roscoe C. Charles, a single man

of Baldwin City, in the County of Douglas and State of Kansas

of the first part, and

Gilbert C. Robe

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Five Thousand Fifty Four and no/100 (\$ 5054.00) DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y of the second part his 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 North Half of Lots Nos. One Hundred Thirteen (113), One Hundred Fifteen (115), One Hundred Seventeen (117), One Hundred Nineteen (119), One Hundred Twenty One (121), One Hundred Twenty Three (123) on Newton Street, in Baldwin City, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said Party of the first part

do hereby covenant and agree that at the delivery hereof he is 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 Five Thousand Fifty Four & no/100 (5054.00)

Dollars, according to the terms of 1 certain Note this day executed and delivered by the said party of the first part to the said part Y 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 Y of the second part his 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 Y making such sale, on demand, to said party of the first part,

his heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Roscoe C. Charles (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
Franklin County as



Be It Remembered, That on this 7 day of June A. D. 1953

before me, *Duane Mock*, a Notary Public in and for said County and State, came *Roscoe C. Charles*

to me personally known to be the same person 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 *May 21* 1955

Duane Mock Notary Public

1953
June 7
1953