

50089 BOOK 104

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 20th. day of August
A. D., 19 53, between Orville L. Ray and Katherine S. Ray his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. W. Ince and Mary E. Ince his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three Thousand (\$3000.00) ----- 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:

Beginning at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty Two (32), Township Twelve (12), South, Range Twenty (20), East of the 6th. P. M., thence South on the Section line 877.4 feet to the center line of 12th. Street, thence East on the center line of 12th. Street produced East 637.4 feet, thence North parallel with the West Section line 875 feet to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 32, thence West 637.4 feet to point of beginning, containing 12.82 acres, more or less.

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 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 Three Thousand (\$3000.00) -- Dollars, according to the terms of one certain 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 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 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

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

Orville L. Ray
Katherine S. Ray

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

(SEAL)

Be It Remembered, That on this 20th. day of August A. D. 19 53

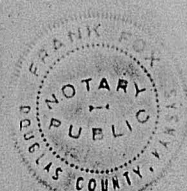
before me, the undersigned a Notary Public

in and for said County and State, came Orville L. Ray and

Katherine S. Ray his wife

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.



July 7, 19 56

Frank Fox

Notary Public

Recorded August 26, 1953 at 9:40 A. M.

Harold A. Beck Register of Deeds.

This instrument is described as follows: ...

J. W. Ince
Mary E. Ince

Harold A. Beck