

50478 BOOK 105

MORTGAGE—Standard Form

(No 21A)

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

# This Indenture, Made this 28th day of September

In the year of our Lord nineteen hundred fifty three between

Howard J. Lee and Opal L. Lee, husband and wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and L. A. Guiles and Anna M. Guiles, husband and wife as joint tenants, with right of survivorship, and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Five Hundred 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 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:

Lot No. One Hundred Nine (109) Block thirty Eight (38)

in West Lawrence in the city of Lawrence.

(Known as 423 Mississippi St.)

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 the sum of One thousand five hundred Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said parties of the second part. With all interest accruing thereon according to the terms of said obligation.

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 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 seal the day and year first above written.

Signed, sealed and delivered in the presence of

Howard J. Lee (SEAL)  
Opal L. Lee (SEAL)

STATE OF KANSAS.

Douglas County,

Be it Remembered, That on this 5th day of October A. D. 1953

before me, Harold A. Beck, Register of Deeds

in and for said County and State, came Howard J. Lee and Opal L. Lee,

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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires with term 19

Harold A. Beck  
Notary Public.

Recorded October 5, 1953 at 9:20 A. M.

Harold A. Beck  
By Barbara Leckey, Deputy  
Register of Deeds

29th day  
December  
1953  
Barbara Leckey  
Deputy