Reg. No. 9791 ¥ Fee Paid \$5.00 Constant And

50546 BOOK 105 MORTGAGE-Standard Form (No. 52 B) F. J. Boyles. Publisher of Legal Blanks, Lawrence. Kanis This Indenture, Made this 22nd _____ day of _____ September A. D., 19 53, between J. P. Cummings and J. F. Cummings, both single men and State of in the County of Douglas Kansas William A. Anderson and Helen M. Anderson, husband of the first part, and_ and wife, and the survivor of them, as joint tenants, and not as tenants in common of the second part. Witnesseth, That the said part 105 of the first part, in consideration of the sum of Two thousand and no/100 - - - - - - - - - - - - - - - - - DOLLARS to be duly paid, the receipt of which is hereby acknowledged, ha Ve sold and by these presents do grant, bargain, sell and Mortgage to the said part 198 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: NW: of Section 12, Township 12; Range 18 with all the appurtenances, and all the estate, title and interest of the said part 105 ... 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 Two thousand and no/100 dollars Bothars, according to the terms of a certain note _____this day executed and delivered by the said parties of the first part to the said part 105 _____ 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 185 of the second part the 1r ______excutors, 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 10 Smaking such sale, on demand, to said first parties their heirs and assigns In Witness Whereof, The said part 165 of the first part ha Ve hereunto set the ir hands and seals the day and year first above written. Signed, Sealed and delivered in presence of DB ennoinal (SEAL) STATE OF KANSAS County Douglas Be It Remembered, That on this 12 nd day of September A. D. 1953 before me, the under signed a Notary Public in and for said County and State, came J. P. Cummings and J. F. NOTARE Cummings, single men to me personally known to be the same person S who executed the within instrument of writing, and duly acknowledged the execution of the same. > * < UBIJO, IN WITNESS WHEREOF. I have hereunto subscribed my name and affixed my official seal on the day and year last above written. archun & Perp Notary Public My commission expires_ 10-3-56 anold a. Beck Register of Deeds

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