

50602 BOOK 105

MORTGAGE—Standard Form.

(No. 52 A)

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

This Indenture,

Made this 14th day of October
A. D. 19 53, between Daniel F. Merriam and Annie Laura Merriam, his wife;
and Faye M. Merriam and Amanda F. Merriam, his wife;

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Blanche Simons Maloney

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
FIVE THOUSAND and no/100 - - - - - DOLLARS

to them 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 Y of the second part her 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 Five (5), in Block Ten (10), in Lane Place, in the City
of Lawrence in Douglas County, Kansas

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

And the said first parties

do hereby covenant and agree that at the delivery hereof, they are the lawful owners 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
Dollars, according to the terms of one certain promissory note, this day executed and delivered by the said
first parties

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, her 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 first parties, their

heirs and assigns
First parties agree to insure said property in an amount equal to the loan
with loss payable clause in favor of second parties.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 14th day of October A. D. 19 53
before me, the undersigned
in and for said County and State, came Daniel F. Merriam and Annie
Laura Merriam, his wife; and Faye M. Merriam and
Amanda F. Merriam, 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.

My commission expires 9-24-54