

50654 - BOOK 105

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 10TH day of October
A. D. 19 53, between Frank E. Gurtler Jr., and Catherine A. Gurtler, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Howard McConnell

of the second part.

Witnesseth, That the said part 1st. of the first part, in consideration of the sum of
Four Thousand (\$4,000.00) 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 part 2. 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: A tract of land located in the Southeast Quarter of Section 31,
Township 12, Range 20 in the City of Lawrence, Douglas County, Kansas, described as
follows, to-wit: Beginning at a point 132 feet East and 353.85 feet South of the intersection
of the South line of Adams Street (now 11th Street) with the East line of Pennsylvania
Street in the City of Lawrence; thence East 133 feet; thence North 53.85 feet; thence
West 133 feet; thence South 53.85 feet to the point of beginning, together with
assessments for road right-of-way 20 feet in width adjoining the East side of said tract.

with all the appurtenances, and all the estate, title and interest of the said part 1st. 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 Four Thousand (\$4,000.00)
Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the
said parties of the first part to the
said part 2. of the second part and payable in monthly installments of \$50.00 each with
interest at the rate of six (6) per cent per annum,

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 2. 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 pre-
scribed 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 2.
making such sale, on demand to said parties of the first part

their heirs and assigns

In Witness Whereof, The said part 1st. of the first part have hereunto set their
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Frank E. Gurtler Jr. (SEAL)
Catherine A. Gurtler (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS

County,

BE IT REMEMBERED, That on this 26 day of Oct A. D. 19 53
before me, the undersigned

a Notary Public
in and for said County and State, came Frank E. Gurtler Jr., and
Catherine A. Gurtler, his wife
who are personally known to be the same persons who executed the foregoing instrument
at writing, and they 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

M. E. Eubank Notary Public

Harold A. Beck