

50919 BOOK 105

MORTGAGE

(No. 32A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this Second day of NovemberA. D. 1953, between Lloyd Spencer and Betty Spencer (his wife)of Lawrence, in the County of Douglas and State of Kansasof the first part, and Chris Kraft Company

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixteen hundred eighty and 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 party 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:

Lots One hundred Eleven (111), One hundred Twelve (112), and One hundred thirteen (113) in Addition No. 3 in that part of the City of Lawrence Kansas known as North Lawrence.

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 that 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 Sixteen hundred eighty and 100 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 party of the second part

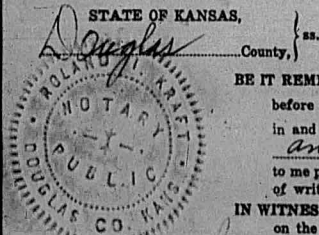
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lloyd R. Spencer (SEAL)
Betty R. Spencer (SEAL)
(SEAL)
(SEAL)



BE IT REMEMBERED, That on this 2nd day of December A. D. 1953 before me, Olson J. Kraft a Notary Public in and for said County and State, came Lloyd R. Spencer and Betty R. Spencer to me personally known to be the same person 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 Jan. 27 1955

Olson J. Kraft Notary Public

Recorded December 2, 1953 at 4:25 P. M.

Olson J. Kraft Register of Deeds