

51454 BOOK 105

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 3d. day of February

A. D. 1954, between Clifford L. Shaw and Theo M. Shaw, his wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Edward Shaw and Emma Shaw, 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  
Two Thousand (\$2000.00) ----- 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 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. Nineteen (19) in Maple Lawn, an Addition  
to the City of 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 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 Except one first mortgage given to the Lawrence  
Building & Loan Association, now of record.

This grant is intended as a mortgage to secure the payment of Two Thousand (\$2000.00) ---  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said parties of the first part to the  
said parties 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 parties of the second part, their executors, administrators,  
ors 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 parties  
making such sale, on demand to said parties of the first part  
their 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

Clifford L. Shaw (SEAL)  
Theo M. Shaw (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 3d. day of February A. D. 1954  
before me, the undersigned a Notary Public

in and for said County and State, came Clifford L. Shaw and  
Theo M. Shaw, 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 hereunto subscribed my name and affixed my official seal  
on the day and year last above written.

My Commission expires July 7 1956

Frank Fox Notary Public

Recorded February 15, 1954 at 1:45 P. M.

Harold A. Beck Register of Deeds

444  
Not.  
36  
Harold A. Beck  
Notary Public

Edward Shaw  
Emma Shaw