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52880 BOOK 107

MORTGAGE

(No. 32A)

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

This Indenture, Made this 27th day of October

A. D. 1954, between Ruth Gale, a widow

of Lawrence, in the County of Douglas and State of Kansas
 of the first part, and George Marquardt and Anna Marquardt, his wife, as
 joint tenants with right of survivorship and not as tenants in common,
 parties of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of
 Sixty-Eight Hundred (\$6800.00) DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell
 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 Thirteen (13) in Block Twenty-
 Five (25) in Sinclair's Addition,
 an Addition to the City of Lawrence,
 Douglas County, Kansas.

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

And the said first party

do hereby covenant and agree that at the delivery hereof she is 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 Sixty-Eight Hundred (\$6800.00)
 Dollars, according to the terms of a certain note this day executed and delivered by the
 said Ruth Gale, a widow, to the
 said parties of the second part, payable on or before 10 years from date. Said
 note to draw interest at the rate of 5% per annum. First party may
 pay all or any part of said note at any time.

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,
 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 Y
 making such sale, on demand to said party of the first part,

her heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set her
 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ruth Gale

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS County,

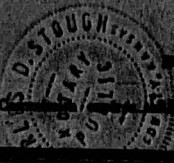
BE IT REMEMBERED, That on this 27th day of October A. D. 1954
 before me, Charles D. Stough, a Notary Public
 in and for said County and State, came, Ruth Gale, a widow

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 January 14th, 1956.

Charles D. Stough, Notary Public



Wasa L. A. Bush
 by Charles D. Stough, Notary Public

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