

529413

BOOK 107

MORTGAGE—Standard Form

(No. 52 A)

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

## This Indenture,

Made this 28th day of OctoberA. D. 1954, between John W. Moore and Hannah Edith Moore, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
 of the first part, and Claude B. Willey and Susan F. Willey, husband and wife,  
as joint tenants with right of survivorship and not as tenants in common  
 of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
TWENTY-FOUR HUNDRED and No/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 part 1st 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 Numbered One Hundred Twenty-six (126) and  
the East seventeen feet of Lot Numbered One  
Hundred Twenty-eight (128) all on Jersey Street,  
in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said first parties

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 TWENTY-FOUR HUNDRED and No/100- - -  
 Dollars, according to the terms of one certain promissory note this day executed and delivered by the  
 said John W. Moore and Hannah Edith Moore, husband and wife, to the  
 said part 1st of the second part payable in monthly payments of \$50.00 each, the  
first day of each and every month until the entire principal amount has  
been paid plus interest at  
principal at any payment date. (6%) per annum. Extra payments may be made on the  
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 1st 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, paid  
 by the part 1st making such sale, on demand, to said John W. Moore and Hannah Edith Moore,  
husband and wife heirs and assigns

In Witness Whereof, The said part 1st 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

John W. Moore (SEAL)  
Hannah Edith Moore (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS

Douglas

County ss.



Be It Remembered, That on this 28th day of October A. D. 1954  
 before me, Evelyn H. Berry, a Notary Public  
 in and for said County and State, came John W. Moore and Hannah Edith  
Moore, husband and 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

Jan 71957Evelyn H. Berry

Notary Public

Register of Deeds