

54409 BOOK 108

MORTGAGE

(No. 52B)

Boyles Legal Blanks, - CASH STATIONERY CO., Lawrence, Kansas

# This Indenture,

Made this 15th day of December  
A. D. 19 54, between Charles Newcomb and Clara Newcomb, Husband and Wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Douglas County State Bank, a Corporation of Douglas County, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Two hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,  
bargain, sell and Mortgage to the said part y of the second part and its ~~XXXXX~~ 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 Sixteen (16), Block Three (3), in Belmont, an Addition  
adjacent to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said Charles Newcomb and Clara Newcomb, Husband and Wife  
do thereby 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 Two hundred ten and no/100  
Dollars, according to the terms of one certain promissory this day executed and delivered by the  
said parties of the first part to the  
said part y 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 part y of the second part 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 part y making such sale, on demand, to said parties of the first part

heirs and assigns

In Witness Whereof, The said part ies 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

Charles Newcomb (SEAL)  
Clara Newcomb (SEAL)  
(SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this 15th day of December A. D. 19 54

before me, Chester G. Jones, a Notary Public  
in and for said County and State, came Charles Newcomb and Clara Newcomb  
husband and wife

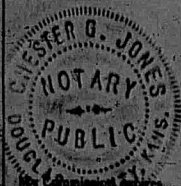
to me personally known to be the same person who executed the within instrument of  
writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on  
the day and year last above written.

August 10

19 57

Notary Public



Ernest L. Rock Be It Remembered

Ernest L. Rock

Attest: Marion E. Schewe, Clerk

Chester G. Jones, President

(C. R. Seal)