

MORTGAGE

(No. 32A)

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

This Indenture,

Made this

6th

day of

December

A. D. 1954, between Charles R. Mischke and Margaret B. Mischke, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and Louis Bubeck and Sofia Bubeck, husband and wife, whose address is Highland Avenue, West Nyack, New York,

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Thousand Dollars (\$12,000.00) - - - - - 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. Four (4) in Block No. Two (2) in Park Hill Addition in the City of Lawrence, Douglas County, Kansas, the street address of said property being 2417 Ohio Street, Lawrence, Kansas.

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

This grant is intended as a mortgage to secure the payment of Twelve Thousand Dollars (\$12,000.00) 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 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, their

The parties of the first part covenant and agree that they will not convey or assign any of their interest in and to the above-described property as long as said mortgage remains due and unpaid without first obtaining the written consent of party of the second part to convey or sell the same.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles R. Mischke (SEAL)
Margaret B. Mischke (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County,



BE IT REMEMBERED, That on this 6th day of December, A. D. 1954,

before me, the undersigned, a Notary Public

in and for said County and State, came Charles R. Mischke and

Margaret B. Mischke, 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 26 1955. Margaret E. Harwood Notary Public

The note herein described and the mortgage hereby created, discharged, and

Charles R. Mischke

Notary of Deeds

Notary of Deeds

Mary Wilson