

54442

BOOK 108

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this 11th day of December A. D. 1954, between Ruth E. Copley, a single person

of Eudora in the County of Douglas and State of Kansas
of the first part, and Arthur Eisele and Susan Eisele, His wife, as joint tenants with
right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of

Six Hundred & no/100 ----- DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part ies 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. Sixteen (16), in Block No. Ninety Five (95), in the City of Eudora.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part 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 none

This grant is intended as a mortgage to secure the payment of Six Hundred & no/100 ----- Dollars, according to the terms of a certain note this day executed and delivered by the said party of the first part to the said part ies 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 ies 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, shall be paid by the part Y making such sale, on demand, to said party their

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 E. Copley (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 11th day of December A. D. 1954

before me, John P. Peters, a Notary Public in and for said County and State, came Ruth E. Copley, a single person

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 8 1955

John P. Peters Notary Public

