

54457 BOOK 108

MORTGAGE-Standard Form

(No. 52 A)

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

# This Indenture,

Made this 18th day of December

in the year of our Lord nineteen hundred fifty-four between

FLOYD F. HARMAN and LUCILLE HARMAN, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and E. G. Davis

of the second part,

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven Hundred Ninety-four & 98/100ths (\$794.98) 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 2 of the second part his 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:

Beginning at a point 1400 feet East of the Southwest corner of Section 22, Township 12 South, Range 19 East of the Sixth Principal Meridian; thence North 208.71 feet; thence East 92 feet; thence South 208.71 feet; thence West to the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owners 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 \$794.98 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2 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 2 of the second part his 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 there be any, shall be paid by the part 2 making such sale, on demand, to said parties of the first part, their heirs and assigns

In witness whereof, The said part 1st of the first part have hereunto set their hands and seal on the day and year first above written.

Signed, sealed and delivered in presence of

Floyd F. Harman (SEAL)  
Lucille Harman (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County,

Be it Remembered, That on this 18th day of December A. D. 1954

before me, the undersigned a Notary Public

In and for said County and State, came Floyd F. Harman and

Lucille Harman, husband and wife,

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

Oct. 27

19 55

Alice Patee

Notary Public