

54485

BOOK 108

MORTGAGE

(No. 52A)

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

**This Indenture,**

Made this 30th day of November

A. D. 1954, between Viola A. McGrew, a widow, and Robert B. Oyler and Corinne Oyler, 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 the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) 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 party of the second part its successors 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 the Northeast corner of the East Half of Block Fifty-one (51) in that part of the City of Lawrence known as West Lawrence, in Douglas County, Kansas; thence West 100 feet, thence South 100 feet, thence East 100 feet, thence North 100 feet to point of beginning; having a 100-foot frontage on West 6th Street and a 100-foot frontage on Florida Street, in the City of Lawrence, Douglas County, 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 Twenty Thousand (\$20,000.00)

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 party 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 party of the second part its successors heirs 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 party making such sale, on demand to said parties of the first part, their

heirs and assigns

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

Robert B. Oyler (SEAL)  
Corinne Oyler (SEAL)  
Viola A. McGrew (SEAL)

STATE OF KANSAS,

Douglas

County,



BE IT REMEMBERED, That on this 30th day of November A. D. 1954, before me, the undersigned a Notary Public

in and for said County and State, came Viola A. McGrew, a widow, and Robert B. Oyler and Corinne Oyler, 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

Recorded December 2, 1954 at 3:00 p.m.

The file hereon described contains the original of the foregoing instrument, and the same is hereby certified to be a true and correct copy of the original as the same appears from the records of the County of Douglas, State of Kansas.

(Corp. Seal)

Attest: \_\_\_\_\_ Vice President

Cashier