

60241 Book 113

**This Indenture,** Made this 21st day of July  
A. D. 19 56, between Lemuel J. Wiley and his wife, Grace V. Wiley and  
Arnold Glen Wiley and his wife, Ruth Loretta Wiley

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st... of the first part, in consideration of the sum of  
Nine Thousand Six Hundred and no/100 DOLLARS  
to... duly paid, the receipt of which is hereby acknowledged, ha... sold and by these presents do  
grant, bargain, sell and Mortgage to the said party of the second part, its 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 59.7 feet East and 208.7 feet South of the North  
West corner of the South 24 acres of the West 64 acres of the South  
East Quarter of Section Nineteen (19); Township Twelve (12), Range  
Twenty (20) which said point of beginning is at the South West corner  
of the tract of ground conveyed by Joe M. Fisher and wife to K.E.  
Butler by the deed recorded in Book 168, Page 628 of the records of  
Douglas County, Kansas, thence East 528 feet, thence South 82.5 feet,  
thence West 528 feet, thence North 82.5 feet to the point of beginning,  
containing one acre more or less, and

Lot No. One (1) in Block No. Three (3) of the Replat and Subdivision  
of Blocks 3 and 4, in Southwest Addition, an Addition to the City  
of Lawrence.

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 owner s 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 Nine Thousand Six Hundred and  
40/100 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 2nd... of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. 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 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

in Witness Whereof, The said part 1st... of the first part ha. V. hereunto set their  
hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Lemuel J. Wiley (SEAL)  
Grace V. Wiley (SEAL)  
Arnold Glen Wiley (SEAL)  
Ruth Loretta Wiley (SEAL)

STATE OF KANSAS

County, ss.

Do It Remembered, That on this 21st day of July A. D. 19 56

before me, the undersigned, a Notary Public in and  
for said County and State, came Lemuel J. Wiley and his wife, Grace  
and Arnold Glen Wiley and his wife, Ruth Loretta Wiley

to me personally known to be the same person s 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.



C. A. Miller Notary Public  
G. A. Miller

Frances M. Hops

... and the lien  
...  
...  
...  
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