

MORTGAGE 50403 (No. 52A) Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas
Book 113

This Indenture, Made this eleventh day of August
A. D. 19 56, between William Cowart and Mabel Cowart, husband and wife,
Baldwin City, in the County of Douglas and State of Kansas
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, husband and wife
as joint tenants with right of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Three Thousand Five Hundred and no/100-----
DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do
grant, bargain, sell and Mortgage to the said part ies of the second part or the survivor
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:


Lots 36, 37 and 38 on Orange Street in the City of Baldwin.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.
And the said first parties
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 Three Thousand Five Hundred---
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said first parties, William Cowart and Mabel Cowart, 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
or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 ies
making such sale, on demand to said William Cowart and Mabel Cowart
heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their
hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of
William Cowart (SEAL)
Mabel Cowart (SEAL)
STATE OF KANSAS, Douglas County


BE IT REMEMBERED, That on this 11th day of August A. D. 19 56
before me, the undersigned a Notary Public
in and for said County and State, came William Cowart and Mabel
Cowart
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.
C. B. Willey Notary Public
Feb. 5 1957

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Hawthorne
By James