

MORTGAGE

60407 Book 113 (No. 23A)

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This Indenture, Made this 10th day of August

A. D. 1956, between Roy K. Cropp and Wilma J. Cropp, his wife

of Lawrence, in the County of Douglas and State of Kansas of the first part, and James A. Loop and Nan Masters Loop, husband and wife, as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred (\$2500.00) 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 parties 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 Eight (8) in Block Ten (10) in University Place, an Addition to the City of Lawrence.

It is understood and agreed that this mortgage is a second mortgage on the above described real estate and is subject and inferior to a first mortgage to The Lawrence National Bank of Lawrence, Kansas, in the sum of \$6000.00 of even date herewith.

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 except a first mortgage to The Lawrence National Bank as above described

This grant is intended as a mortgage to secure the payment of Twenty Five Hundred (\$2500.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties 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 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 parties 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 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Roy K. Cropp (SEAL)
Roy K. Cropp (SEAL)
Wilma J. Cropp (SEAL)
Wilma J. Cropp (SEAL)

STATE OF KANSAS,
Douglas County, ss.



BE IT REMEMBERED, That on this 10th day of August A. D. 1956 before me, the undersigned, a Notary Public in and for said County and State, came Roy K. Cropp and Wilma J. Cropp, his 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 19 _____
My Commission Expires Jan. 28, 1968

Irma A. Burger Notary Public
IRMA A. BURGER

This release was written on the original mortgage entered this 20 day of August 1963

Harold A. Beck
Reg. of Deeds
Raymond A. Beck
Reg. of Deeds