

RECORDED

60427

(MO. 22A)
BOOK 113

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 6th day of August

A. D. 1956, between Max L. Rife and Wilma K. Rife, His Wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Edward W. Mann and Barbara M. Mann, His Wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of four thousand four hundred sixteen and 74/100 DOLLARS, the receipt of which is hereby acknowledged, have sold and by these presents do grant, sell, convey and mortgage to the said parties of the second part their heirs and assigns forever, a certain parcel of land situated in the County of Douglas and State of Kansas, to-wit: Lot 72 in Breezendale, an Addition to the City of Lawrence, Douglas County, Kansas, and further known as 131 Pawnee

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the 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 encumbrances except one first mortgage in favor of the Capitol Federal Savings and Loan Co. in the original amount of \$9,100, and recorded Sept. 10, 1953 in Book 104, page 145 in the Register of Deeds Office of Douglas County. This deed is intended as a mortgage to secure the payment of \$3,416.74 Dollars, according to the terms of a certain Note this day executed and delivered by the said parties of the first part to the said parties of the second part, their heirs or assigns

and this conveyance shall be void if such payments be made as herein provided. 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, 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 heirs, 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 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 to the parties 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 hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Max L. Rife (SEAL)
Wilma K. Rife (SEAL)

STATE OF KANSAS }
County, }

Do It Remembered, That on this 6th day of August A. D. 1956

the undersigned, a Notary Public in and for said County and State, came Max L. Rife and Wilma K. Rife his wife

or as personally known to be the above-named who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

At Lawrence, Kansas, I have hereunto subscribed my name and affixed my official seal on this day and year last above written.

Robert F. Harrison, Public

Harold W. Lick

Lucille E. Allison, Clerk of the District Court, Douglas County, Kan., do hereby certify that a judgment of foreclosure of the mortgage herein was made by said District Court on the 15th day of August 1956, and that the same is duly recorded in the official records of said County at page 155.

Clerk of District Court

Max L. Rife
Wilma K. Rife
By James E. Lick, Copy