

60689 BOOK 113

MORTGAGE

(No. 52A)

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

This Indenture, Made this 17th day of September
A. D. 19 56, between Elmer L. Rainey and Pearl L. Rainey, husband and wife,

of 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 parties of the first part, in consideration of the sum of
One Thousand Five Hundred and no/100 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 part Y of the second part 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 Number Seven (7) in Block Ninety Two (92) in Palmyra, now
a part of Baldwin City, in Douglas County, Kansas.

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 One Thousand Five Hundred
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said first parties, Elmer L. Rainey and Pearl L. Rainey 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, administrat-
ors and 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
making such sale, on demand to said Elmer L. Rainey and Pearl L. Rainey

heirs and assigns

In Witness Whereof, The said part ies 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

Elmer L. Rainey (SEAL)

Pearl L. Rainey (SEAL)

Pearl L. Rainey (SEAL)

STATE OF KANSAS,

Douglas

ss:

BE IT REMEMBERED, That on this 17th day of September A. D. 19 56
the undersigned

before me, _____ a Notary Public
in and for said County and State, came Elmer L. Rainey and Pearl
L. Rainey

to me personally known to be the same person 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 February 5, 1957

C. B. Willey Notary Public



This is a true and correct copy of the original mortgage as recorded in my office on the 22nd day of May 1956.
Harold H. Eck
Reg. of Mort.

Harold H. Eck

Henry W. Miskimen
Lucy E. Miskimen