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For paid \$12.00

53978 Book 110

MORTGAGE—Standard Form. (No. 52 A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of August A. D. 1955, between Edna G. Kersey, a single woman

of Baldwin Weirville, in the County of Douglas and State of Kansas of the first part, and Henry W. Miskimen and Lucy E. Miskimen, as joint tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of FIVE THOUSAND DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part les of the second part or the survivor of them 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:

The North Half of the Northwest Quarter of the Northeast Quarter of Section No. Seven (7) and beginning at a point 47 rods and 10 feet North of the center of the Northeast Quarter of Section No. Seven (7), thence North 32 rods and 7 feet to the middle of the North line of said Quarter Section; thence East 12 rods and 10 feet thence South 32 rods and 7 feet; thence West 12 rods and 10 feet to the place of beginning, all in Township No. Fifteen (15), Range No. Twenty One (21) and subject to any existing highways

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said first party does hereby covenant and agree that at the delivery hereof she is 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 Five Thousand Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Edna G. Kersey

to the said part les of the second part under which Edna G. Kersey is to pay not less than \$50.00 per month and interest at 5 1/2% per annum beginning October 10, 1955, and a like sum and interest, with the privilege of paying additional amounts, on the 10th day of each month thereafter, the whole sum to be paid in full on or before August 1, 1960.

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 les of the second part, the survivor, and 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 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 Y making such sale, on demand, to said first party, her

Party of first part shall keep said property fully insured against loss by fire and wind-storm with some reliable insurance company with loss payable to parties of second part as their interest shall appear. In Witness Whereof, the said part Y of the first part has hereunto set her

hand and seal the day and year first above written. Signed, Sealed and delivered in presence of Edna G. Kersey (SEAL)

(SEAL) (SEAL) (SEAL)

STATE OF KANSAS Douglas County, RR.

Be It Remembered, That on this 1st day of August A. D. 1955 the undersigned before me, a Notary Public in and for said County and State, came Edna G. Kersey, a single woman,

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 Jan. 26, 1959 Margaret E. Lawwood Notary Public.

Recorded August 1, 1955 at 11:15 A.M.

Richard Beck Register of Deeds

12th  
1957  
Richard Beck  
Francis W. Moore