

57018 Book 110

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 3rd day of AugustA. D. 1955, between Charles W. Stone and Wilma N. Stone, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Harry G. Hall and Lovie M. Hall, 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 Fifteen Hundred Dollars (\$1500.00) - - - - - 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:

A Tract beginning at a point on the East Boundary of Section 17, Township 13, South of Range 20, East of the 6th P.M., 10.75 chains North of the South East Corner of said Section, being a point in the channel of the Wakarusa Creek, thence North 5 chains to a stone, thence West 6 chains to the channel of said Creek, thence down the channel of said Creek to the place of beginning, containing one and one-half acres, more or less.

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

This grant is intended as a mortgage to secure the payment of Fifteen Hundred (\$1500.00) Dollars, according to the terms of a 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 by its terms payable in monthly installments of \$30.00 each, beginning on the first day of September, 1955, with interest at the rate of 6% per annum, payable semi-annually

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 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 part making such sale, on demand to said parties of the second 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

Charles W. Stone (SEAL)  
Charles W. Stone (SEAL)  
Wilma N. Stone (SEAL)  
Wilma N. Stone (SEAL)

STATE OF KANSAS,

Douglas

County,

BE IT REMEMBERED, That on this 3rd day of August A. D. 1955 before me, the undersigned a Notary Public in and for said County and State, came Charles W. Stone and Wilma N. Stone, 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 April 27 1959Ruby Haffner

Notary Public

Harold A. Beck

Register of Deeds

Harry G. Hall  
Lovie M. Hall

9th  
December  
1960  
Harold A. Beck  
Register of Deeds  
By Jane Kern