

MORTGAGE

(No. 52A)

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

This Indenture,Made this 29th day of AugustA. D. 1955, between Kenneth E. McCartney a single manof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Harry A. Puckett

of the second part.

Witnesseth, That the said part of the first part, in consideration of the sum of Nine Hundred Ten (\$910.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part his 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:

Lots Nos. Forty-five (45) and Forty-six (46), in Block One (1), in Belmont Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part

does hereby covenant and agree that at the delivery hereof he 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 except one First Mortgage held by the Douglas County Building and Loan Association.

This grant is intended as a mortgage to secure the payment of Nine Hundred Ten (\$910.00) Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said party 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 party of the second part his 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 party of the first part

heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth E. McCartney (SEAL)
Kenneth E. McCartney (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of August A. D. 1955 before me, the undersigned a Notary Public in and for said County and State, came Kenneth E. McCartney a single man

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 July 7 1956

Frank H. Fry Notary Public

Recorded September 1, 1955 at 10:00 A. M.

Harold R. Beck

This instrument is hereby acknowledged by the undersigned as the free and voluntary act and deed of the said Kenneth E. McCartney, a single man, and he is duly acknowledged by me, the undersigned, a Notary Public in and for said County and State.

Harry A. Puckett