

MORTGAGE

57561

Book 1108

(No. 52A)

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

This Indenture. Made this 1st day of September

A. D. 19 55, between CHARLES L. TOWNSEND and LOVILLA JUNE TOWNSEND, his wife,

of _____, in the County of Douglas and State of Kansas
of the first part, and CHARLENE GALE SURRATT and DOROTHY GALE MCKINSEY

of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Thousand Seven Hundred Fifty 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 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:

The Northwest Quarter (NW¹/₄) of Section Thirty-five¹ (35), Township Fourteen (14), Range Nineteen (19), except the West Ten (10) acres of the North Sixty (60) acres thereof, containing one hundred and fifty (150) acres more or less;

(It is understood and agreed between the parties hereto that this is a purchase money mortgage.)

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

And the said Charles L. Townsend and Lovilla June Townsend, his wife.

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 Eight Thousand Seven Hundred Fifty Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Charles L. Townsend and Lovilla June Townsend, his wife to the said parties of the second part. Parties of the first part agree to keep the improvements on said premises insured in a reliable insurance company for not less than \$4,000.00, with the Loss Payable clause in favor of the second parties.

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 parties making such sale, on demand to said Chatsene Gale Surratt and Dorothy Gale McKinsey their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their

hand and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS.

DOUGLAS

BE IT REMEMBERED, That on this 1ST day of September A. D. 1955
before me, CHARLES D. STOUGH a Notary Public

In and for said County and State, came Charles L. Townsend and
Lovilla June Townsend, his wife

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 herunto subscribed my name and affixed my official seal on the day and year last above written.

Jan 14 1956 Charles D. Stouck Public

The term of
was written
on the original
mortgage entered
this 20 day
of July
1925

Lannie K.
No. of Cards