

57772 Book 111

MORTGAGE

(No. 32A)

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

This Indenture,

Made this 13th day of October
A. D. 1955, between Rupert Murrill and Catherine E. Murrill, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Margaret Spaulding, a married woman, of the City of Toronto, in the County of York and Province of Ontario, Canada

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Thousand One Hundred eighty-five and 16/100 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 her 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 No. One (1) in Block No. Twenty-seven (27) in Quivera Place, an Addition to the City of Lawrence, Kansas.

(This Mortgage is second only to a first Mortgage in favor of Capitol Federal Savings and Loan Association.)

with all the appurtenances, and all the estate, title and interest of the said parties 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 Six Thousand One Hundred Eighty-five and 16/100 Dollars, according to the terms of a certain Installment Note this day executed and delivered by the said parties of the first part to the said part Y of the second part which provides for repayment at the rate of \$50.00 quarterly on account of principal; together with interest at the rate of 4% per annum payable on same dates. First parties reserve the right to pay all or any part of the principal sum at any time or times without notice. 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 Y of the second part her 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 Y making such sale, on demand to said

heirs and assigns.

In Witness Whereof, The said parties 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

Rupert Murrill (SEAL)
Rupert Murrill (SEAL)
Catherine E. Murrill (SEAL)
Catherine E. Murrill (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 13th day of October A. D. 1955, before me, Charles D. Stough a Notary Public in and for said County and State, came Rupert Murrill and Catherine E. Murrill, 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires June 14 1956

Charles D. Stough Notary Public

Recorded October 17, 1955 at 2:55 P.M.

Harold A. Beck

Register of Deeds

For Release See Book 117 - Page 494