

(This is a second mortgage)

MORTGAGE-Standard Form

59606

(No. 52 A)

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Book 112

This Indenture,

Made this 19th day of May

A. D. 1956, between R. C. Danley and Winifred Danley, husband and wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part; and Charles E. Story and Alta M. Story

of the second part.

Witnesseth, That the said part 1es of the first part, in consideration of the sum of

ONE THOUSAND 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 part 1es of the second part and 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:Lot seventy eight (78) and the east fifteen feet of lot eighty (80) on
Fremont Street in the city of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 except one certain mortgage dated April 30, 1955, payable to Charles E. Story and Alta M. Story, recorded in book 109, page 249, of Mortgage record of Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of ONE THOUSAND and NO/100 - - - - - Dollars, according to the terms of one certain promissory note this day executed and delivered by the said R. C. Danley and Winifred Danley to the said part 1es of the second part

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 1es 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 1es making such sale, on demand, to said first parties, their

heirs and assigns

In Witness Whereof, The said part 1es 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

R. C. Danley

(SEAL)

R. C. Danley

(SEAL)

Winifred Danley

(SEAL)

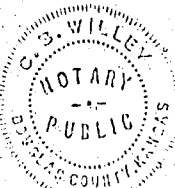
Winifred Danley

(SEAL)

STATE OF KANSAS

Douglas County

County



Be It Remembered, That on this 19 day of May A. D. 1956

before me, C. B. Willey, a Notary Public

in and for said County and State, came R. C. Danley and Winifred Danley, husband and 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 Feb. 5 1957

C. B. Willey

Notary Public

C. B. Willey

Recorded May 23, 1956 at 9:50 A.M.

Harold A. Beck

Register of Deeds