

61330

BOOK 114

MORTGAGE—Standard Form

(No. 52 A)

F. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 13th day of NovemberIn the year of our Lord nineteen hundred and fifty-six betweenHUBERT GARDNER and CORA GARDNER, husband and wife,of Baldwin in the County of Douglas and State of Kansasof the first part, and JACK L. CANNON

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Hundred and no/100ths DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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 One (1), Two (2) and Three (3), Block 84, Old Palmyra, an Addition to Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery thereof 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 One Hundred - - - - - no/100ths Dollars, according to the terms of one certain note this day executed and delivered, by the said parties of the first part to the said part y 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 part y 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 there be any, shall be paid by the part y making such sale, on demand, to said parties of the first part, their heirs and assigns

In witness whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County,

ss.

Cora Gardner (SEAL)

Be it Remembered, That on this 13th day of November, A.D. 1956 before me, the undersigned a Notary Public

in and for said County and State, came Hubert Gardner and Cora Gardner, his wife,

to me personally known to be the same person s 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

Oct. 27

1959

Alice Patee
(Alice Patee)

Notary Public

Recorded November 26, 1956 at 2:55 P.M.

Harold A. Beck

Register of Deeds

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