Reg. No. 13,286
Fee Paid $27.75

385

62778 BOOK 115

MORTGAGE (No. 52A) Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 3rd day of June A. D. 1957, between William W. Bailey and Carole Frances Bailey, his wife

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Edwin Potts and Ella R. Potts, his wife as Joint Tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eleven Thousand One Hundred and no/100 ($11,100.00) 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:

Lots One Hundred Sixty-two (162) and One Hundred Sixty-four (164), on Ohio Street in the City of Lawrence

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

And the said William W. Bailey and Carole Frances Bailey, 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 Eleven Thousand One Hundred and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said William W. Bailey and Carole Frances Bailey, his wife to the said parties 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 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 William W. Bailey and Carole Frances Bailey, his wife their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

William W Bailey (SEAL)
William W. Bailey (SEAL)
Carole Frances Bailey (SEAL)
Carole Frances Bailey (SEAL)

STATE OF KANSAS, Douglas County, } ss.

BE IT REMEMBERED, That on this 3rd day of June A. D. 1957 before me, Eugene L. Doane a Notary Public in and for said County and State, came William W. Bailey and Carole Frances Bailey, his 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 January 29, 1959 Eugene L Doane Notary Public
Eugene L Doane

Recorded June 4th, 1957 at 8:05 A.M.

Harold A. Beck, Register of Deeds
By: Marie Wilson Deputy

For Discharge of Mortgage see Book 131 Page 285
For Assignment of Mortgage see Book 137 Page 56