

62895 BOOK 115

MORTGAGE

(No. 212)

Register Legal Blanks—MORTGAGE PRINTING CO.—Lawrence, Kansas

This Indenture, made this 15th day of June
A. D. 1957, between Willie P. Francis and Virginia G. Francis, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Dolores Bartson

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand Nine Hundred Seventy Seven and 81/100 (\$2,977.81) ———— 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 party 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 One Hundred Sixty Three (163) in Block
Fifty Six (56), in that part of the City of
Lawrence known as West Lawrence.

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

And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all encumbrances except a first mortgage of record to The Douglas County Building and Loan Association

This grant is intended as a mortgage to secure the payment of \$2,977.81 Dollars, according to the terms of 556 serial promissory note this day executed and delivered by the said parties of the first part to the said party of the second part and by its terms payable in installments of \$25.00 a month, beginning July 1, 1957, with interest at the rate of five per cent (5%) per annum

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 party 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 surplus, if any there be, shall be paid by the party making such sale, as demanded to said parties of the first part 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

Willie P. Francis (SEAL)
Willie P. Francis (SEAL)
Virginia G. Francis (SEAL)
Virginia G. Francis (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 15th day of June A. D. 1957

before me, the undersigned, a Notary Public

in and for said County and State, came Willie P. Francis and Virginia G. Francis, his wife

is 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 2/28/1967

Harold A. Beck Notary Public

Recorded June 14th, 1957 at 11:40 A.M.

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