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BOOK 116

(SECOND)
MORTGAGE

(No. 52A)

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

This Indenture, Made this 19th day of October
A. D. 1957, between Billy D. Yockey and Emily Rose Yockey, husband and wife

of Lawrence, in the County of Douglas and State of Kansas, parties
of the first part, and Edna R. Yockey, party

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Six Thousand Four Hundred Ninety Three and 52/100 (\$6,493.52) 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 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. Seven (7) in Block No. Twelve (12)
in Hillcrest Addition, an Addition to the City
of Lawrence, Douglas County, 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 Billy D. Yockey and Emily Rose Yockey, husband and wife

do hereby covenant and agree that at the delivery hereof that 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 a purchase money mortgage to Capitol Federal Savings and Loan Association
dated November 18th, 1954, originally in the sum of \$8,000.00, recorded December 3rd,
1954, in the office of the Register of Deeds for Douglas County, Kansas, in Book 107, pages
575-576, now reduced to \$7,329.20.

This grant is intended as a mortgage to secure the payment of Six Thousand Four Hundred Ninety Three and
52/100 (\$6,493.52)

Dollars, according to the terms of a certain mortgage note this day executed and delivered by the
said Billy D. Yockey and Emily Rose Yockey, husband and wife 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 her executors, administrators
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 Billy D. Yockey and Emily Rose Yockey, husband and wife,
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

Billy D. Yockey (SEAL)
Emily Rose Yockey (SEAL)
Emily Rose Yockey (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 19th day of October A. D. 1957
before me, the undersigned a Notary Public
in and for said County and State, came Billy D. Yockey and Emily Rose
Yockey, 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 September 11, 1961

Wesley M. Norwood Notary Public
Wesley M. Norwood

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