

64531

BOOK 117

MORTGAGE

(No. 32A)

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This Indenture, Made this 6th day of DecemberA. D. 1957, betweenJames E. Sharpe and Erma M. Sharpe, husband and wifeof Ottawain the County of Franklinand State of Kansas

of the first part, and

Gilbert C. Robe

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Forty Five Hundred Dollars (\$ 4500.00) 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 part 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: Tract 1: Lots 173, 175, 177, on High Street in the City of Baldwin City, Douglas County, Kansas. Tract 2: Beginning at a point 186 feet North of the S.E. corner of the N.W. Quarter of Section 4, Township 15, South Range 20 East of the 6th Principal Meridian; thence N. 59 1/2 feet, more or less, along the E. line of said Quarter Sec. to a point due W. of the N. line of Fremont Street, in the City of Baldwin City, Kans.; thence due W. as a continuation of said N. line of Fremont Street 540 feet; thence S. parallel with the E. line of said N.W. Quarter 59 1/2 feet, more or less, to a point 540 feet due W. of the point of beginning; thence E. 540 feet to point of beginning, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Forty Five Hundred DollarsDollars, according to the terms of 1 certain Note this day executed and delivered by the said James E. Sharpe and Erma M. Sharpe, husband and wife to the said part of the second partGilbert C. Robe

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 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 surplus, if any there be, shall be paid by the part making such sale, on demand 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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James E. Sharpe (SEAL)
Erma M. Sharpe (SEAL)
Erma M. Sharpe (SEAL)

STATE OF KANSAS,

Franklin

ss:

BE IT REMEMBERED, That on this 6th day of December A. D. 1957before me, E. E. Haley

a Notary Public

in and for said County and State, came

James E. Sharpe and Erma M. Sharpe, husband and wife

to me personally known to be the same person 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. 14 1960.E. E. Haley Notary Public
(E. E. Haley)

This case was written by the original mortgagee.
 E. E. Haley
 Notary Public
 By W. H. Wilson