

Reg. No. 13,714
Fee Paid \$7.50

SECOND MORTGAGE 64581 BOOK 117

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this Twelfth day of December

A. D. 1957, between Herbert S. Weekly III and his wife Juanita Jean Weekly

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and J. A. Tuggle of Lawrence, in the County of Douglas and State of Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100***** 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 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: Lot One Hundred and Eighty Four (184) on Tennessee Street in the City of Lawrence, Kansas,

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

And the said First Parties

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 Except a First Mortgage in the amount of \$8500.00 recorded in book 99, Recorder of Deeds Office, Douglas County, Kansas, present unpaid balance of \$6230.50. This grant is intended as a mortgage to secure the payment of Three Thousand and no/100***** Dollars, according to the terms of a certain note this day executed and delivered by the said First Parties to the said party of the second part due August 29, 1958, with interest at six percent per annum payable semi-annually.

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 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 any there be, shall be paid by the party of the first part making such sale, on demand to said First Parties, 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

Herbert S. Weekly III (SEAL)
Herbert S. Weekly III (SEAL)
Juanita Jean Weekly (SEAL)
Juanita Jean Weekly (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 12th day of December A. D. 1957

before me, the undersigned a Notary Public

in and for said County and State, came Herbert S. Weekly III and his wife Juanita Jean Weekly

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 May 16 1960

Marion A. Barlow Notary Public
Marion A. Barlow

