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BOOK 117

MORTGAGE

(No. 32A)

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

**This Indenture**, Made this 29th day of October

A. D. 1957, between Cal A. Ward and Winona O. Ward, husband and wife,

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

of the first part, and Anchor Savings and Loan Association, a Kansas corporation,

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of TwentySeven Hundred Seventy-Four and 88/100 (\$2774.88) 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 2 of the second part its 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 Number Fifteen (15) and Sixteen (16), in Block 18 in the City of Eudora.**

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Cal A. Ward and Winona O. Ward, husband and 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 Twenty-Seven Hundred Seventy-Four & 88/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Cal A. Ward and Winona O. Ward, husband and wife, to the said part 2 of the second part, and payable in 18 consecutive monthly installments of \$154.16 each, the first to become due on the 1st day of December, 1957, balance of installments to be paid on the 1st day of each month thereafter until paid, at the office of the Anchor Savings & Loan Ass'n. at 737 Massachusetts St., Lawrence, Kansas, 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 2 of the second part its 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 making such sale, on demand to said Cal A. Ward and Winona O. Ward, husband and wife, 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

*Cal A. Ward* (SEAL)  
*Winona O. Ward* (SEAL)  
 Winona O. Ward (SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of October A. D. 1957 before me, Ruth M. Sawyer, a Notary Public in and for said County and State, came Cal A. Ward and Winona O. Ward, 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 May 5, 1960.

*Ruth M. Sawyer* Notary Public  
 Ruth M. Sawyer

ANCHOR SAVINGS AND LOAN ASSOCIATION  
 by John C. Emick, Vice-President