

65023 BOOK 117

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 31st day of December  
A. D. 1957, between Norman S. Edmonds and Wanda B. Edmonds, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Julius Marks of Lawrence, Kansas,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Seventeen Thousand (\$17,000.00) - - - - - 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 y 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:

The South Thirty-five (35) feet of the West Half ( $W\frac{1}{2}$ ) of Lot Number  
Four (4) and the North Sixty-five (65) feet of the West Half ( $W\frac{1}{2}$ )  
of Lot Number Five (5) in Moreland Place, 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 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 indefeasible estate of inheritance therein, free and clear of all  
incumbrances

This grant is intended as a mortgage to secure the payment of \$17,000.00  
Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the  
said Parties of the First Part 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, his 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 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 seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Norman S. Edmonds (SEAL)  
Norman S. Edmonds

Wanda B. Edmonds (SEAL)  
Wanda B. Edmonds

STATE OF KANSAS,

Douglas County ss:

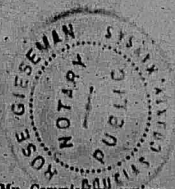
BE IT REMEMBERED, That on this 31<sup>st</sup> day of December A. D. 1957  
before me, He undersigned Notary Public

in and for said County and State, came Norman S. Edmonds and Wanda  
B. Edmonds, his wife

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 April 17 1959 Ray B. Lawrence Notary Public



Julius Marks Register of Deeds