

65075 BOOK 117

MORTGAGE

(No. 52A)

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

This Indenture, Made this 10th day of February

A. D. 1958, between Raymond H. Lee and Arvilla May Lee, his wife

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

of the first part, and Robert P. Harrison and Pauline Mill Harrison, husband and wife, as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight Thousand - - - - - 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 1st of the second part their 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 East 237.5 feet of a tract of land in the Southwest Quarter of Section 24, Township 12, Range 19, described as follows: Beginning at a point 550 feet west of the Northeast corner of the Southwest Quarter of Section 24, thence South 550.10 feet, thence West 662.90 feet, thence North 550.01 feet, thence East 663.2 feet to the place of beginning, containing 3 acres, more or less, which lies within the boundaries of the East 30 acres of the North 120 acres of the Southwest Quarter of Sect. 24, Twp. 12, Range 19, and the East 30 acres of the East 90 acres of the North 120 acres of the S. 1/4 of Sect. 24, Twp. 12, Range 19. parties of the first part.

And the said 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 Eight Thousand - - - - - Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part 1st 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 1st of the second part their 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 part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond H. Lee (SEAL)
Arvilla May Lee (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 10th day of February A. D. 1958

the undersigned a Notary Public

in and for said County and State, came Raymond H. Lee and Arvilla May Lee, 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 Feb 7, 1960

Notary Public

Recorded February 10, 1958 at 3:55 P.M. I the undersigned, clerk of the court, do hereby certify that the foregoing instrument was duly recorded in the office of the clerk of the court, and that the same is a true and correct copy of the original as the same appears from the records of the court.