

65144

BOOK 117

MORTGAGE

(No. 52A)

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# This Indenture,

Made this 14th day of February  
A. D. 1958, between Alfred W. Faler and Carolyn Sue Faler, Husband & wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Harold L. Hunsinger of Lawrence, Douglas County, State of Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of TWO THOUSAND, SEVENTY TWO & 52/100 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 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:

LOT ONE HUNDRED SEVENTY TWO (172) On New York Street, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Alfred W. Faler and Carolyn Sue Faler do hereby covenant and agree that at the delivery hereof that 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 Two Thousand, Seventy Two & 52/100 Dollars, according to the terms of ONE certain Real Estate Mortgage Record day executed and delivered by the said Alfred W. Faler & Carolyn Sue Faler 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 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 part making such sale, on demand to said Alfred W. Faler & Carolyn Sue Faler, his wife or 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

Alfred W. Faler (SEAL)  
Carolyn Sue Faler (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 14th day of February A. D. 1958

before me, Geo. H. Hoefer a Notary Public

in and for said County and State, came Alfred W. Faler and Carolyn Sue Faler

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 June 1 1960

Notary Public

recorded February 18, 1958 at 11:30 A.M.

Register of Deeds

44  
2  
21  
W. H. Faler  
By \_\_\_\_\_  
6-1-58