

65194 — BOOK 117

MORTGAGE

(No. 52A)

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

This Indenture. Made this 24th day of February
A. D. 1958, between Floyd W. Grant and Pearl I. Grant, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Chris Kraft Company of Lawrence Kansas

of the second part.

Witnesseth, That the said part^{ies} of the first part, in consideration of the sum of Four Thousand Four Hundred Thirteen & 70/100ths DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} 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 Half of the Northeast Quarter, less the West 25 acres thereof, in Section 26, Township 13 South, Range 20 East of the Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein.

And the said Floyd W. Grant and Pearl I. Grant, his 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 Four Thousand Four Hundred Thirteen & 70/100ths Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Floyd W. Grant and Pearl I. Grant, his wife to the said part^y of the second part the Chris Kraft Company.

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^y making such sale, on demand to said Floyd W. Grant

heirs and assigns

In Witness Whereof, The said part^{ies} of the first part ha^{ve} hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and delivered in presence of

W. D. Ely

Floyd W. Grant (SEAL)

Pearl I. Grant (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 24th day of February A. D. 1958

before me, Beland J. Kraft a Notary Public

in and for said County and State, came Floyd W. Grant and Pearl I. Grant, his 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

Jan 27 1959

Beland J. Kraft Notary Public

Harold A. Beck