

65284 BOOK 117

MORTGAGE

(No. 52A)

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

This Indenture, Made this 6th day of March

A. D. 19 58, between Samuel C. Mumford and Jean Mumford, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Home Owner's Investment Company of Lawrence, Douglas County, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred Fifty (250.00) and no/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 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:

Lot Number Thirty-nine (39), in Frazier's
Subdivision of a portion of Addition
Number Four (4), in that part of the City
of Lawrence, formerly known as North
Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel C. Mumford and Jean Mumford, 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 Two Hundred Fifty (\$250.00) ----- Dollars, according to the terms of one certain promissory this day executed and delivered by the said ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Samuel C. Mumford and Jean Mumford, his wife 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 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 part Y making such sale, on demand to said Samuel C. Mumford and Jean Mumford, his wife

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Samuel C. Mumford (SEAL)

Samuel C. Mumford (SEAL)

Jean Mumford (SEAL)

Jean Mumford (SEAL)

STATE OF KANSAS,

Douglas

County, ss.

BE IT REMEMBERED, That on this 6th day of March A. D. 19 58

before me, Eugene L. Doane a Notary Public

in and for said County and State, came Samuel C. Mumford and Jean

Mumford, his wife

to me personally known to be the same person s 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 January 29, 19 59

Eugene L. Doane Notary Public

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