

65305

BOOK 117

MORTGAGE

(No. 52A)

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

This Indenture, Made this 8th day of March

A. D. 1958, between Emmet C. Adams and Opal G. Adams, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lucile Kenton

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fourteen Hundred (\$1400.00) ————— 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 party of the second part her 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 50 feet of the North 100 feet of the East 136 feet of the South East Quarter of Block Ten (10) in that part of the City of Lawrence 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 parties of the first part

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 Fourteen Hundred (\$1400.00) ————— Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part and by its terms payable \$35.00 a month, commencing on April 8, 1958, with interest on the unpaid balance at the rate of six per cent (6%) per annum.

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 for 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 party of the second part her 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 party 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Emmet C. Adams (SEAL)

Emmet C. Adams (SEAL)

Opal G. Adams (SEAL)

Opal G. Adams (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 8th day of March A. D. 1958

before me, the undersigned a Notary Public in and for said County and State, came Emmet C. Adams and Opal G. Adams, 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 September 18, 1958

Notary Public

I. UNDERWOOD

