

MORTGAGE

(No. 52A)

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

This Indenture, Made this 17th day of January
A. D. 19 58, between Edwin J. Gantenbein and Frances L. Gantenbein, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Norvel M. McClunz and Della Rainey McClunz, his wife, as joint tenants
with right of survivorship, and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand Five Hundred Fifty (\$1,550.00)----- 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 parties 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:

A part of Lot A in Sinclair's Addition to the City of Law-
rence, described as follows:
Beginning at Northwest corner of Lot A in Sinclair's Addition
to the City of Lawrence, thence South 50 feet, thence East 16
degrees 31 minutes South 93.73 feet, thence North 26 degrees,
East 85 feet, thence West 127 feet to point of beginning.

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 except a first mortgage of record to The Lawrence National Bank.

This grant is intended as a mortgage to secure the payment of One Thousand Five Hundred Fifty (\$1,550.00)
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 parties of the second part, the interest and principal of said note being payable in
monthly installments of \$15.70 with the first payment due on February 1, 1958,

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 parties of the second part their executors, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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

Robert J. Moore

Edwin J. Gantenbein (SEAL)

Edwin J. Gantenbein (SEAL)

Frances L. Gantenbein (SEAL)

Frances L. Gantenbein (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 31st day of January A. D. 19 58

before me, the undersigned a Notary Public

in and for said County and State, came Edwin J. Gantenbein and Frances
L. Gantenbein, 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 January 27 19 62

Jane Adam

Notary Public