

65539

BOOK 118

MORTGAGE

(No. 52A)

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This Indenture, Made this 1st day of April

A. D. 1958, between Carl G. Hodge and Mildred Hodge, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Harold F. Hodge

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2,000.00) 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 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 West 3 feet of Lot No. One Hundred Thirty Seven (137), and all of Lot One Hundred Thirty Five (135), on the South side of Locust Street, in Block No. Three (3) 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 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 Two Thousand (\$2,000.00) Dollars, according to the terms of one 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 payable in monthly installments of \$35.00 plus interest, first payment to be made on the 20th day of May, 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 party of the second part his 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

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

Carl G. Hodge (SEAL)
Carl G. Hodge (SEAL)
Mildred Hodge (SEAL)
Mildred Hodge (SEAL)

STATE OF KANSAS,

Douglas County

as:

BE IT REMEMBERED, That on this 5th day of April A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Carl G. Hodge and Mildred Hodge, 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

1-28-1961

Carolyn Ingels Notary Public



9th
March
Harold F. Hodge
By [Signature]