

65588

MORTGAGE

(No. 52A)

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

This Indenture, Made this 27th day of March

A. D. 1958, between Krieger Development Company, Inc., a corporation

of _____, in the County of _____ and State of _____
of the first part, and Eugene L. Doane and Doris R. Doane, his wife, as joint tenants with right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Eight Hundred Eight and 50/100 (\$808.50) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and Mortgage to the said part ies 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:
lot Fourteen (14), in Block B, in Southwest Addition Number Two (2), in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Krieger Development Company, Inc., a corporation

do sell hereby covenant and agree that at the delivery hereof it is 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 to Capitol Federal Savings and Loan Association, Topeka, Kansas in the original sum of \$9,000.00, dated March 27, 1958

This grant is intended as a mortgage to secure the payment of Eight Hundred Eight and 50/100 (\$808.50) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Krieger Development Company, Inc., a corporation to the said part ies 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 ies of the second part their 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 ies.

on demand to said Krieger Development Company, Inc., a corporation, its heirs and assigns

In Witness Whereof, The said part Y of the first part have hereunto set its

Signed, Read and Delivered in presence of _____

Signed and delivered in presence of _____

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Johnson County, ss.

BEFORE ME, SUBSCRIBED, That on this 28 day of March A. D. 1958

Louetta Dewey a Notary Public

and for said County and State, came Eugene L. Doane and Doris R. Doane

known to be the same person who executed the foregoing instrument

and they have 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 2-1-60 1960

Louetta Dewey Notary Public