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BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture,**Made this 25th day of July  
A. D. 1957, between Russell W. Jones, a single manof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Robert P. Harrison and Max Stalcup and Mike Murphree

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Sixteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said party 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 Eight (8), in Block One (1), in Schwarz Acres Number Two (2), an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said Russell W. Jonesdo hereby covenant and agree that at the delivery hereof, that he 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

This grant is intended as a mortgage to secure the payment of Sixteen Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said Russell W. Jones to the said party 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 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 party of the first part, his

heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Russell W. Jones (SEAL)  
Russell W. Jones (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County

BE:

BE IT REMEMBERED, That on this 25th day of July A. D. 19 57before me, the undersigned a Notary Publicin and for said County and State, came Russell W. Jones

to me personally known to be the same person 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 June 17, 1961Norma W. McBrink Notary PublicHarold A. Beck Register of Deeds