

65754

BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture,**

Made this 2nd day of May

A. D. 19 58, between Robert J. Prim &amp; Monica Prim, his wife

of Overbrook, in the County of Osage and State of Kansas

of the first part, and Clyde J. Cordts, or Mae H. Cordts, or the survivor of them as joint tenants with the right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said part i.e.s. of the first part, in consideration of the sum of Three thousand five hundred dollars and no/100 DOLLARS,

to them 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 parties of the second part, and the survivor of them, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Southeast Quarter of Section Four (4), in Township Fifteen (15), Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said part i.e.s. of the first part therein.

And the said Robert J. Prim &amp; Monica Prim, his wife

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 no exceptions.

This grant is intended as a mortgage to secure the payment of \$3,500.00

Dollars, according to the terms of a certain note this day executed and delivered by the

said Robert J. Prim &amp; Monica Prim, his wife

said Clyde J. Cordts or Mae H. Cordts, and the survivor of them,

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 i.e.s. 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 i.e.s. making such sale, on demand to said Robert J. Prim & Monica Prim, or the survivor of them as joint tenants.

In Witness Whereof, The said part i.e.s. of the first part have hereunto set their

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Robert J. Prim (SEAL)  
Robert J. PrimMonica Prim (SEAL)  
Monica Prim

STATE OF KANSAS,

Osage County

BE IT REMEMBERED, That on this 2nd day of May A. D. 19 58

before me, John N. Cordts a Notary Public

in and for said County, and State, came Robert J. Prim, &amp; Monica Prim, husband and wife

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 November 1 19 58

John N. Cordts Notary Public

