

65763

BOOK 118

MORTGAGE

(No. 524)

Boyle's Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

# This Indenture,

Made this 25th day of April

A. D. 1958, between Leroy L. Kramer & Beverly J. Kramer, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and the Chris Kraft Company-107 West 7th-Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Two Hundred Fifty & no/100ths 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 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:

Lots 45 and 46 in Fairfax, an addition to the City of Lawrence

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

And the said Leroy L. Kramer and Beverly J. Kramer, husband and 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

This grant is intended as a mortgage to secure the payment of Thirty Two Hundred Fifty & no/100ths Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Leroy L. Kramer and Beverly J. Kramer, husband and wife to the said party of the second part the Chris Kraft Company

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 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 Leroy L. Kramer

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

*W. H. E. G.*

*Leroy L. Kramer*

(SEAL)

*Beverly J. Kramer*

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 25th day of April A. D. 1958

before me, a Notary Public

in and for said County and State, came Leroy L. Kramer and

Beverly J. Kramer, husband and wife

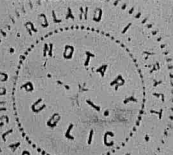
to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 Jan 27 1959

*Harold A. Beck*

Notary Public



Recorded May 5, 1958 at 4:20 P.M.

I the undersigned, Clerk of the within county, do hereby acknowledge the receipt of the foregoing instrument, and authorize the Register of Deeds to enter the same in the public records of this county on the 26th day of May 1958.

Witness: J. Underwood

Chris Kraft Company-107 West 7th-Lawrence, Kansas

Register of Deeds

FILED  
ON MAY 26 1958  
H. 26  
1958  
Harold A. Beck  
By Anne Beem