

65777

BOOK 118

MORTGAGE—Standard Form

(No. 52 A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 7th day of May A. D., 1958, between John H. Foster and Alfreda I. Foster, husband and wife,

of Lawrence in the County of Douglas and State of Kansas,
of the first part, and Frank E. Banks

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Four Thousand and no/100-----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 East one-half of the Southeast one-quarter of Section Twenty (20),
Township Twelve (12), Range Nineteen (19),

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 Four Thousand and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part 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 parties of the first part, their 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

John H. Foster (SEAL)
John H. Foster (SEAL)
Alfreda I. Foster (SEAL)
Alfreda I. Foster (SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 7th day of May A. D. 1958

before me, the undersigned, a Notary Public

in and for said County and State, came John H. Foster and Alfreda I. Foster, 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 18, 1958

Harry T. Craig Notary Public

Recorded May 7, 1958 at 11:35 A.M.

Register of Deeds

The note herein described having been duly paid, this mortgage is hereby released, and the same is hereby acknowledged.