

65849

BOOK 118

MORTGAGE

(Mo. 52A)

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

This Indenture, Made this 13th day of May
A. D. 1958, between Krieger Development Company, Inc.,

of _____, in the County of _____ and State of Kansas
of the first part, and Pauline Kapfer

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Seventeen Hundred Fifty and no/100 (\$1,750.00) 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 part Y of the second part her 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 Seven (7), and the West Five (5) feet of Lot Six (6), in Fritzel-Kapfer Addition an Addition to the City of Lawrence

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.

does 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

This grant is intended as a mortgage to secure the payment of Seventeen Hundred Fifty and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Krieger Development Company, Inc. to the said part Y 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 Y of the second part her 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 Y making such sale, on demand to said Krieger Development Company, Inc.

heirs and assigns

In Witness Whereof. The said part Y of the first part has hereunto set its

hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

KRIEGER DEVELOPMENT COMPANY, INC.

Jay K. Krieger (SEAL)

Jay K. Krieger, President (SEAL)

Marilyn M. Krieger (SEAL)

Marilyn M. Krieger, Secretary (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 13th day of May A. D. 1958

before me, Eugene L. Doane a Notary Public

in and for said County and State, came Jay K. Krieger and

Marilyn M. Krieger

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 January 29 1959

Eugene L. Doane Notary Public

EUGENE L. DOANE