

65892 BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 16th day of May,
A. D. 19 58, between Ray O. Wiggins and Betty Jane Wiggins, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Chris Kraft

party of the second part

Witnesseth, That the said part of the first part, in consideration of the sum of Four Thousand Five hundred Forty Two & 21/100ths 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 part 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:

Commencing at a point ten (10) rods South of the Northwest corner of the South fractional one-half (S.fr. 1/2) of the Northeast fractional Quarter (N.E.fr. 1/4) of Section Five (5), Township Thirteen (13) South, Range Twenty (20) East of the 6th P.M.; thence East Eighty (80) rods; thence South Ten (10) rods; thence West Eighty (80) rods; thence North Ten (10) rods to the place of beginning, containing 5 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ray O Wiggins and Betty Jane Wiggins, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Five Hundred Forty Two & 21/100ths Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Ray O. Wiggins and Betty Jane Wiggins, his wife, to the said part of the second part, Chris Kraft,

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 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 part making such sale, on demand to said Ray O. Wiggins and Betty Jane Wiggins, his wife,

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Mr. Ray O. Wiggins (SEAL)
Mrs. Betty Jane Wiggins (SEAL)
Betty Jane Wiggins (SEAL)

STATE OF KANSAS,

Douglas County

ss:

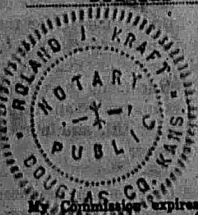
BE IT REMEMBERED, That on this 16th day of May, A. D. 19 58,

before me, Roland I. Kraft a Notary Public

in and for said County and State, came Ray O. Wiggins and Betty Jane Wiggins, His wife,

to me personally known to be the same persons 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.



Roland I. Kraft Notary Public

Recorded May 19, 1958 at 3:30 P.M.

Carol A. Cook, Register of Deeds
By Marie Wilson City