

65902

BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 13th day of MayA. D. 1958, between Jay R. Stock and Mary Ann Stock, husband and wife,of Lawrence in the County of Douglas and State of Kansasof the first part, and Anchor Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Ninety-Two and 3/100 (\$1,092.31) 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 its 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 No. Ninety-Eight (98) in Fairfax, an addition to the City of Lawrence.with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Jay R. Stock and Mary Ann Stock, husband and wife,do hereby covenant and agree that at the delivery hereof they themselves 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 except a first mortgage given to the Douglas County Building and Loan Association and recorded in Book 113, at Page 53, at the Office of the Registrar of Deeds of Douglas County, Kansas;This grant is intended as a mortgage to secure the payment of One Thousand Ninety-Two & 3/100Dollars, 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, copy of which is attached;

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 part making such sale, on demand to said

heirs and assigns

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

Signed, Sealed and delivered in presence of

Jay R. Stock (SEAL)  
Jay R. Stock (SEAL)  
Mary Ann Stock (SEAL)  
Mary Ann Stock

## NOTE

All No.

Date May 13, 19581,092.31For value received, undersigned, jointly and severally, promise to pay to the order of Anchor Savings and Loan AssociationSeller, or order, the sum of One Thousand Ninety-Two and 3/100Dollars in 36 consecutive monthlyInstallments of 30.35each, (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due on the 21st day of June 1958 balance ofInstallments to be paid on the 21st day of each month thereafter until paid, at the office of The Anchor Savings and Loan Association at 721 Minnesota Avenue, Kansas City, Kansas with interest after maturity of entire balance at the highest legal rate.

Undersigned hereby waive presentment, protest and notice of protest and all benefit of valuation, appraisal and homestead or other exemption laws, and agree to pay all expenses incurred in collection. If any installment hereof is not paid when due, the total amount owing hereof shall become immediately due and payable at the option of the holder hereof. Undersigned agree to pay a late charge of 5¢ per \$1 with a maximum \$5 late charge on any installment more than 15 days past due.

s/ Jay R. Stock  
s/ Mary Ann Stock