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BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 15th day of May
A. D. 1958, between Lyle V. Frye & Merle C. Frye, his wife

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

of the second part.

Witnesseth. That the said part 1st of the first part, in consideration of the sum of
Four Thousand Two Hundred Fifty & 00/100 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 part Y 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:

Part of the Southwest Quarter of section Sixteen (16), Township
Thirteen (13) South, Range Twenty (20) East of the Sixth Principal
Meridian, described as follows: Beginning at a point on the Section
line 15.45 chains North of the Southwest corner of said Section 16;
thence East 9 chains to the center of Wakarusa Creek; thence up the
channel of said Creek to the line between Section 16 and 17, thence
North on Section line 4.70 chains to beginning, containing 4 acres
more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said Lyle V. Frye & Merle C. Frye, his 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 Forty Two Hundred Fifty & no/100ths
Dollars, according to the terms of one certain promissory this day executed and delivered by the
said Lyle V. Frye & Merle C. Frye, his wife to the
said part Y of the second part

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or
due and payable, and it shall be lawful for the said part of the second part their heirs and assigns, administrators,
executors, administrators, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 Lyle V. Frye & Merle C. Frye, his wife
their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

W. L. G. G.

Lyle V. Frye (SEAL)
Merle C. Frye (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 15th day of May A. D. 19 58
before me, Roland I. Kraft a Notary Public
in and for said County and State, came Lyle V. Frye and
Merle C. Frye, 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.



By Roland I. Kraft Notary Public

recorded May 23, 1958 at 3:05 P.M.

Harold A. Beck, Register of Deeds
By Marie Wilson Deputy
acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter
the discharge of this mortgage of record. Dated this 14th day of January 1964
Chris Kraft Mortgagee. Owner.