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BOOK 118

MORTGAGE

(No. 32A)

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

This Indenture, Made this 23rd day of May A. D. 1958, between D. R. Stewart and his wife, Hazel L. Stewart

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Fay C. Moore and his wife, Grace H. Moore

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Two Hundred Thirty Four and 44/100 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 parties 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:

Beginning on the East line of the Northwest Quarter of Block No. Five (5) in Earl's Addition to the City of Lawrence, at its intersection with the South line of Hancock (now 12th) Street in said Addition; thence running West on the South line of Hancock (now 12th) Street, 100 feet; thence South 155 feet; thence East to the East line of said Northwest Quarter (NW 1/4) of said Block Five (5); thence North on said East line to place of beginning, in the City of Lawrence, Douglas County, Kansas.

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 Twenty Two Hundred Thirty Four & 44/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties 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 parties of the second part, their 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 parties of the first part, their heirs and assigns

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

Signed, Sealed and delivered in presence of

D. R. Stewart (SEAL)
Hazel L. Stewart (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 23rd day of May A. D. 1958

before me, the undersigned a Notary Public in and for said County and State, came D. R. Stewart and his wife, Hazel L. Stewart

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.

May 5, 19 60

Ruth M. Sawyer Notary Public



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Harold A. Back
Fay C. Moore

Recorded May 23, 1958 at 2:42 P.M. Harold A. Back, Register of Deeds By Marie Wilson, Deputy

Fay C. Moore