

Second Mortgage

66079

BOOK 118

MORTGAGE

(No. 32A)

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

# This Indenture, Made this First

day of June

A. D. 1958, between Myrtle M. Deal, a single woman

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and Marion A. Barlow and his wife Jessie Barlow, as joint tenants with the right of survivorship and not as tenants in common,

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand One Hundred Five and 32/100 \*\*\*\*\* DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: Lot No. One Hundred Eighty Four (184) on Tennessee Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said First Party for herself and for her heirs

does hereby covenant and agree that at the delivery hereof she 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 loan in the original amount of \$8500.00 recorded in Book 99, page 525, Recorder of Deeds Office, Douglas County, Kansas

This grant is intended as a mortgage to secure the payment of Two Thousand One Hundred Five and 32/100 Dollars, according to the terms of ONE certain note this day executed and delivered by the said ~~Marion A. Barlow~~ First Party to the said parties of the second part, payable as follows: Six (6) percent per annum interest payable monthly beginning July 1, 1958 until June 1, 1963, then Forty Eight Dollars, plus interest on the unpaid balance at Six (6) percent per annum, payable monthly beginning July 1, 1963 until paid,

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 making such sale, on demand to said First party, her heirs and assigns \*\*\*\*\*

In Witness Whereof, The said party of the first part has hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

*Myrtle M. Deal* (SEAL)  
Myrtle M. Deal (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, ss:  
Douglas County

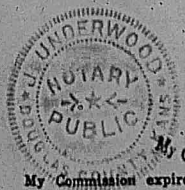
BE IT REMEMBERED, That on this 11 day of June A. D. 1958 before me, the undersigned a Notary Public in and for said County and State, came Myrtle M. Deal

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 19 *Sept 14 1963*

*I. Underwood* Notary Public  
I. UNDERWOOD



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