

Third Mortgage

66080

BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this First day of JuneA. 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 Three Hundred Seventeen and 95/100 \*\*\*\*\* DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does  
 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

do 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 recorded in Book 99, page 525, Recorder of Deeds Office  
Douglas County, Kansas and a Second Mortgage for \$2105.32 to Marion A. Barlow and wife.

This grant is intended as a mortgage to secure the payment of Two Thousand Three Hundred Seventeen 95/100

Dollars, according to the terms of one certain note this day executed and delivered by the

said First Party to the

said parties of the second part payable as follows: \$46.71 per month beginning July 1, 1958,  
 with interest at Six (6) percent per annum, calculated monthly and deducted from the above \$46.71,  
 the remainder applied to reduce the principal balance. Interest to be calculated  
 on the unpaid balance,

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 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 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,

Douglas County ss:

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.

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Notary Public

J. UNDERWOOD



For Release of 110 1/2 pgs. See Book 118 page 113  
 For Assignment see Book 118 page 510

Sent 110 1/2 pgs. on Oct 14, 1958