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BOOK 118

MORTGAGE—Standard Form

(No. 52A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this Twentieth day of June  
in the year of our Lord nineteen hundred fifty eight between  
Goetz Berthold, a single man of Lawrence

of \_\_\_\_\_ in the County of Douglas and State of Kansas

of the first part, and Helen Crane Caswell of 3519 Holmes, Kansas City, Missouri

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of  
Fifteen hundred dollars and no/xx ----- DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es grant,  
bargain, sell and Mortgage to the said part Y of the second part her 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 27 on Rhode Island Street, in the City of Lawrence,

Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.  
And the said Goetz Berthold  
do es hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a mortgage to secure the payment of \$1,500.00 Fifteen hundred and no/xx --  
Dollars, according to the terms of a certain note this day executed and delivered by the  
said Goetz Berthold to the  
said part Y of the second part said note is dated June 20, 1958 and shall become due  
on July 1, 1959 and shall draw interest at the rate of 6 per cent per annum 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 part Y of the second part her 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 party making such sale, on demand, to said party of the first part

his heirs and assigns

In witness whereof, The said part Y of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Goetz Berthold (SEAL)  
Goetz Berthold (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County, } ss.

Be it Remembered, That on this 20th day of June A. D. 19 58  
before me, the undersigned a Notary Public  
in and for said County and State, came Goetz Berthold

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 October 12, 1959

Notary Public.



Harold A. Luck Register of Deeds