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BOOK 118

MORTGAGE

(NO. 52B)

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

# This Indenture,

Made this 24 day of April

A. D. 19 58 between Jack D. Rockhold and Mary E. Rockhold, his wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Earl R. O'Brien and Velma Margaret O'Brien, his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred and no/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:

Lot No. 34 on Orange Street and Lot No. 68 on  
Newton, Street, Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jack D. Rockhold and Mary E. Rockhold, 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 except a first mortgage with the Baldwin State Bank, Baldwin, Kansas in the amount of \$6,000.00

This grant is intended as a mortgage to secure the payment of Seven Hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Jack D. Rockhold and Mary E. Rockhold, his wife to the said parties of the second part Earl R. O'Brien and Velma Margaret O'Brien, his wife

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 party making such sale, on demand, to said 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

Jack D. Rockhold (SEAL)  
Jack D. Rockhold (SEAL)  
Mary E. Rockhold (SEAL)  
Mary E. Rockhold (SEAL)

STATE OF KANSAS

Douglas County, ss.



Be It Remembered, That on this 24 day of April A. D. 19 58 before me, the undersigned a Notary Public

in and for said County and State, came Jack D. Rockhold and Mary E. Rockhold, his wife

to me personally known to be the same person who executed the within 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 3/8/62

Donald O. Nutt Notary Public

Howard A. Beck Register of Deeds

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My Justice Beam