

66274

BOOK 118

MORTGAGE

(No. 524)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 2nd day of JulyA. D. 1958, between Lester Massey and Eula Massey, his wife,of Eudora in the County of Douglas and State of Kansasof the first part, and Eudora Oil Company, a Partnership, - Charles Schehrer, William Schehrer and Bertold Seiwald, partners,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twenty Eight Hundred ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do

grant, bargain, sell and Mortgage to the said part ies 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:

Lots Number Eleven (11) and Twelve (12), in Block Sixty-four (64)  
in the City of Eudora, Douglas County, Kansas.

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

And the said first parties

do hereby covenant and agree that at the delivery hereof that 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 of Record to the DeSoto State Bank, DeSoto, Kansas, in the amount of \$1650.00 and recorded in Book 118 at Page 134 of Mortgages in the register of deeds office at Lawrence, Douglas County, Kansas, under date of April 10, 1958

This grant is intended as a mortgage to secure the payment of Twenty Eight Hundred -----

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

said first parties to the

said part ies 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 part ies 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 part making such sale, on demand to said first parties

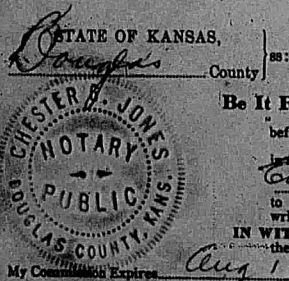
their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their

hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Lester Massey (SEAL)  
Eula Massey (SEAL)



Be It Remembered, That on this 2nd day of July A. D. 1958

before me, the undersigned, a Notary Public

in and for said County and State, came Lester Massey and Eula Massey, Husband and 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

Aug 10 1961

Notary Public

Harold A. Beck register of Deeds

16th  
60  
Recorded in Book 118 at Page 134

Harold Beck  
Bertold Seiwald  
Charles Schehrer  
William Schehrer

Charles Schehrer  
William Schehrer