

66281

BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 27th day of JuneA. D. 1958, between Naomi D. Spotts, a widow

of Lawrence, in the County of Douglas and State of Kansas  
 of the first part, and Herbert Haven Weidensaul and Delphine Jane Weidensaul, his wife, as  
joint tenants with right of survivorship and not as tenants in common  
 of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of  
Seven Hundred Thirty Seven (\$737.00) DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ss  
 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 Two (2), in Block One (1), in Town and Country Addition  
 #3, an Addition to the City of Lawrence, as shown on the  
 recorded plat in Plat Book 5, Page 5, recorded the 7th day  
 of January, 1957.

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

And the said party of the first part

do ss 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 of record to National Homes Acceptance Corporation

This grant is intended as a mortgage to secure the payment of Seven Hundred Thirty Seven (\$737.00)  
 Dollars, according to the terms of one certain promissory note this day executed and delivered by the  
 said party of the first part to the  
 said parties of the second part and by its terms payable in monthly installments of \$20.00  
 each, beginning July 1, 1959, together with interest from June 1, 1959 at the rate of  
six per cent (6%) per annum

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 part Y  
 making such sale, on demand to said party of the first part

heirs and assigns

In Witness Whereof, The said part Y 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

Naomi D. Spotts (SEAL)  
Naomi D. Spotts (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

ss:

BE IT REMEMBERED, That on this 27th day of June A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Naomi D. Spotts, a widow

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.

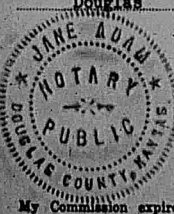
My Commission expires January 27 1962

Notary Public

Jane Adam  
 Jane Adam

Harold W. Sick

Register of Deeds



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