

66522

BOOK 119

MORTGAGE

(No. 32A)

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This Indenture, Made this 26th day of JulyA. D. 19 58, betweenFrank G. O'Neill and Phyllis O'Neill, his wifeof Hellsville, in the County of Franklin and State of Kansas
of the first part, and Edith O'Neill

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of TEN THOUSAND & No/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he VS sold and by these presents do grant, bargain, sell and Mortgage to the said part VS 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:

The East half of the Northwest Quarter of
Section Eighteen (18), Township Fifteen (15),
Range Twenty one (21), Franklin County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said Frank G. O'Neill and Phyllis O'Neill

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all Incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of Ten Thousand & No/100 ----- Dollars, according to the terms of ONE certain note this day executed and delivered by the said Frank G. O'Neill and Phyllis O'Neill to the said part VS of the second part said note to draw interest at the rate of five percent 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 part VS of the second part DBI 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 surplus, if any there be, shall be paid by the part making such sale, on demand to said Frank G. O'Neill and Phyllis O'Neill

their heirs and assigns

In Witness Whereof, The said part 1st of the first part VS hereunto set their hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Frank G. O'Neill (SEAL)
Phyllis O'Neill (SEAL)
Phyllis O'Neill (SEAL)

STATE OF KANSAS,

FRANKLIN

County

ss:

BE IT REMEMBERED, That on this 26th day of July A. D. 19 58before me, H. E. De Tar a Notary Publicin and for said County and State, came Frank G. O'Neill andPhyllis O'Neill, his wifeto me personally known to be the same person S 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 February 12 19 61H. E. De Tar Notary Public

Recorded July 28, 1958 at 10:25 A.M.

Francis C. Beck Register of Deeds