

66759 BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 26th day of February

A. D. 1958, between Helen Kennedy

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and Mercantile Acceptance Company of Lawrence, Inc.

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Two Thousand Fifty Five & no/100ths DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y of the second part its 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:

Block 10, Lot 66, West Lawrence

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

And the said Helen Kennedy

does 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

This grant is intended as a mortgage to secure the payment of Two Thousand Fifty Five & no/100th Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Helen Kennedy to the said part Y of the second part

as herein specified. But if default be made in such payments, or any part thereof, 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 its 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 Helen Kennedy

her 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

Helen Kennedy (SEAL)
Helen Kennedy (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 2 day of February A. D. 1958

before me, Roland I. Kraft

in and for said County and State, came Helen Kennedy a Notary Public

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 Jan 27 1959

Roland I. Kraft Notary Public

Recorded August 22, 1958 at 3:30 A.M.

Harold S. Beck Register of Deeds