

66925

BOOK 119

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 4th day of SeptemberA. D. 19 58 between Lowell A. Herndon and Esther E. Herndon, his wife,of Lawrence in the County of Douglas and State of Kansas
of the first part, and the DeSoto State Bank, DeSoto, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Forty Two Hundred & No/100 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 Y of the second part it's 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 Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Seven (7), in Homewood Gardens, an addition to the City of Lawrence, Douglas County, Kansas.

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

And the said first partiesdo 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

This grant is intended as a mortgage to secure the payment of Forty Two Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part Y 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 Y of the second part it's 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 1st making such sale, on demand to said first parties

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Lowell A. Herndon (SEAL)
(Lowell A. Herndon)

Esther E. Herndon (SEAL)
(Esther E. Herndon)

STATE OF KANSAS,

Johnson

County,

BE IT REMEMBERED, That on this 4th day of September A. D. 19 58

before me, the undersigned a Notary Public in and for said County and State, came Lowell A. Herndon and Esther E. Herndon, his wife,

to 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 November 14, 19 61

Arthur Gabriel Notary Public
(Arthur Gabriel)

Recorded September 11, 1958 at 4:10 P.M.

Harold A. Beck Register of Deeds

Harold A. Beck

By John Beck