

66943

BOOK 117

MORTGAGE

(No. 22A)

Boyle's Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 8th day of September
A. D. 1958, between George H. Gillaspie, Jr. and Cleo Marie Gillaspie, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part; and J. L. Butler and/or Winifred Butler

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand (\$3,000.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
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 No. One Hundred Thirty-three (133) on Pennsylvania Street
in 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 parties of the first part
do hereby covenant and agree that at the delivery hereof 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 Three Thousand (\$3,000.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said George H. Gillaspie, Jr. and Cleo Marie Gillaspie to the
said parties 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 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 parties
making such sale, on demand to said parties of the first part,

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of

George H. Gillaspie, Jr. (SEAL)
George H. Gillaspie, Jr. (SEAL)
Cleo Marie Gillaspie (SEAL)
Cleo Marie Gillaspie (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 8th day of September A. D. 1958,

before me, the undersigned, a Notary Public

in and for said County and State, came George H. Gillaspie, Jr. and
Cleo Marie Gillaspie, his wife,

to me personally known to be the same persons 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 Oct 8 1960

Erlyn Jordan Notary Public

Recorded September 8, 1958 at 1:44 P.M.

Erlyn Jordan Register of Deeds