

66958

BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 1st day of August

A. D. 19 58, between John D. North, a single person

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Mark Q. Moore and Lois Ann Moore, his wife, as joint tenants with
right of survivorship, and not as tenants in common

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of
Seven Hundred (\$700.00)----- DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does
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 Three (3), in Block Four (4), 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 party of the first part therein.

And the said party of the first part

does hereby covenant and agree that at the delivery hereof he 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,
of Lafayette, Indiana

This grant is intended as a mortgage to secure the payment of Seven Hundred (\$700.00)-----
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said party of the first part
said parties of the second part and by its terms payable in monthly installments of to the
\$20.00, beginning September 1, 1958, with interest from date 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 party
making such sale, on demand to said party of the first part, his

heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John D. North (SEAL)
John D. North (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 1st day of August A. D. 19 58

before me, the undersigned a Notary Public
in and for said County and State, came John D. North, a single person

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 July 16 19 62

H. H. Heinrich Notary Public



Richard W. Luck Register of Deeds

For Release of mortgage See Book 120 Page 356