

MORTGAGE

(No. 52A)

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

This Indenture, Made this 18th day of September
A. D. 1958, between James O. Long and Myrtle O. Long, husband and wife,

of Eudora, in the County of Douglas and State of Kansas
of the first part, and Morrison-Murray House, DeSoto, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Ninety Five & 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 party 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), and the North One-half of Lot Four (4), Block No. 165, in the City of Eudora, Douglas 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 first parties

do 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 One Thousand Ninety Five & No/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said party 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 party 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 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 first parties

their heirs and assigns

In Witness Whereof, The said parties of the first part ha VE hereunto set their

hand & seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Johnson

ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1958 before me, the undersigned a Notary Public in and for said County and State, came James O. Long and Myrtle O. Long, husband and 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 November 14, 1961

Notary Public

recorded September 24, 1958 at 3:15 P.M.

Register of Deeds

1958
Sept
26
Hurdle Book
By James O. Long