

67238

BOOK 119

MORTGAGE

(No. 32A)

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

**This Indenture,** Made this 30th day of August  
A. D. 1958, between Donald B. McGuirl and Marjorie H. McGuirl,  
husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Jennie W. Dill, a widow not remarried,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and No/100 (\$1,000.00) ----- 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 party of the second part her 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 Number 209 on Ohio Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said Donald B. McGuirl and Marjorie H. McGuirl  
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 except a first mortgage of even date herewith given to the Anchor Savings  
and Loan Association, a Kansas Corporation, for the sum of \$3,500.00  
This grant is intended as a mortgage to secure the payment of One Thousand and No/100 (\$1,000.00)  
Dollars, according to the terms of a certain note this day executed and delivered by the  
said Donald B. McGuirl and Marjorie H. McGuirl 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 her executors, administrat-  
ors 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 part  
making such sale, on demand to said parties of the first part or their  
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

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 30th day of August A. D. 1958  
before me, Leroy A. Wahaus a Notary Public  
in and for said County and State, came Donald B. McGuirl and Marjorie  
H. McGuirl, 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 May 1 1962

Leroy A. Wahaus Notary Public

Barclay T. Beck Register of Deeds

and the mortgage is hereby released, and the lien  
thereon is hereby extinguished.