

67369

BOOK 119

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this 10th day of OctoberA. D. 1958, between John Hess, Jr. and Goldie Hess, husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and E. Rice Phelps

Party of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
\*\*\*\*\* Twenty-One Hundred and 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 his 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:

Beginning on the Quarter Section line at a point 1120 feet  
North of the Southeast corner of the Northwest fractional  
Quarter of Section Nineteen (19), Township Twelve (12),  
Range Twenty (20), thence North 100 feet, thence West 183  
Feet, thence South 100 feet, thence East 183 feet to the  
place of beginning, less land taken for Highway purposes  
in condemnation proceedings #20767 in District Court, Douglas  
County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Parties of the First Partdo hereby covenant and agree that at the delivery hereof they ara 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 Twenty-One Hundred and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Parties of the First Part 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 his 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 y  
making such sale, on demand to said Parties of the First Part

their heirs and assigns

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

Signed, Sealed and delivered in presence of

John Hess, Jr. (SEAL)Goldie Hess (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 10th day of October A. D. 19 58before me, D. O. Phelps a Notary Publicin and for said County and State, came John Hess, Jr. and Goldie  
Hess, his wifeto 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 Nov. 14 1961D. O. Phelps Notary Public