

67476

BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 20th day of OctoberA. D. 1958, between Paul A. Falls and Susie M. Falls, his wife,of Lawrence, in the County of Douglas and State of Kansasof the first part, and The Anchor Savings and Loan Association, a corporation organized and existing under the laws of the state of Kansas,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand One Hundred Seventeen and 11/100 (\$3,117.41) - - - - - 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 its 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. Eighty-Nine (89), on Arkansas Street in Block Twenty-Four (24), in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Paul A. Falls

do 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

This grant is intended as a mortgage to secure the payment of Three Thousand One Hundred Seventeen & 11/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Paul A. Falls and Susie M. Falls to the said party of the second part (copy attached)

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 its 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 party 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

Paul A. Falls (SEAL)

Susie M. Falls (SEAL)

Susie M. Falls (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of October A. D. 1958

before me, LeRoy A. Wahaus a Notary Public

in and for said County and State, came Paul A. Falls and Susie M. Falls 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 May 1 1962

LeRoy A. Wahaus Notary Public

Recorded October 21, 1958 at 2:40 P.M.

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Donald A. Beck Register of Deeds

