

Reg. No. 14,828
Fee Paid \$3.25

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68582 BOOK 121

This Indenture, Made this 10th day of February A. D. 1959, between Harry O. Wright and Rosemary Wright, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Moore Land, Inc.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Three Hundred Twenty (\$1,320.00) 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 its/ SUCCESSORS 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 One (1), in Block Three (3), 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 parties of the first part therein. And the said parties of the first part 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 record to National Homes Acceptance Corporation

This grant is intended as a mortgage to secure the payment of One Thousand, Three Hundred Twenty Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part and by its terms payable \$22.00 per month, except there shall be due the sum of \$300.00 on the 25th day of August, 1959 and \$300.00 due on the 25th day of August, 1960, with interest at the rate of eight per cent (8%) per annum on unpaid balance

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 due and payable, and it shall be lawful for the said party of the second part its/ SUCCESSORS 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, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Harry O. Wright (SEAL)
Rosemary Wright (SEAL)
Rosemary Wright (SEAL)

STATE OF KANSAS,
County of Douglas ss:

NOTARY PUBLIC
H. A. NEHRIG
DOUGLAS COUNTY, KANSAS

BE IT REMEMBERED, That on this 10th day of February A. D. 1959 before me, the undersigned a Notary Public in and for said County and State, came Harry O. Wright and Rosemary Wright, 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 July 16 1962 H. A. Nehrig Notary Public

Recorded on February 11, 1959 at 3:00 P.M.

Harold A. Beck Register of Deeds