

Reg. No. 14,833  
Fee Paid \$3.00

68603 BOOK 121

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this 10th day of February A. D. 1959, between Edward H. Haag and Norma D. Haag, 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, Two Hundred Fifty (\$1,250.00) 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 part Y of the second part its ~~successors~~ ~~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 Ten (10), in Block One (1), in Town and Country Addition, an Addition to the City of Lawrence, as shown on the recorded plat in Plat Book 4, Page 38, recorded the 4th day of April, 1956.

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 mortgage of record to National Homes Acceptance Corporation

This grant is intended as a mortgage to secure the payment of One Thousand Two Hundred Fifty (\$1,250.00) 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 part Y of the second part and payable \$20.00 per month, beginning March 1, 1959, together with interest at eight per cent (8%) 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 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 ~~successors~~ ~~heirs~~ 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 surplus, 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

Edward H. Haag (SEAL)  
Norma D. Haag (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 13th day of February A. D. 19 59

before me, the undersigned a Notary Public in and for said County and State, came Edward H. Haag and Norma D. Haag, 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 26 1962

H. H. Heinrich Notary Public

Recorded on February 13, 1959 at 3:20 P.M.

Handwritten Signature Register of Deeds