

70165 BOOK 122

## MORTGAGE

(No. 52A)

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**This Indenture,**Made this 14th day of JanuaryA. D. 19 59, between Frank F. McKoon and Ava M. McKoon, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
 of the first part, and W.J. Callabresi and Clara Callabresi,  
husband and wife

of the second part.

**Witnesseth,** That the said part ies of the first part, in consideration of the sum of Six Thousand & 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 ies of the second part their 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:

The North East Quarter ~~XXXXXX~~ (NE $\frac{1}{4}$ ) of Section Twenty Five (25), Township Thirteen South (13S) of Range Twenty East (20E) of the Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Frank F. McKoon and Ava M. McKoon 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

This grant is intended as a mortgage to secure the payment of Six Thousand & No/100- Dollars, according to the terms of One certain Note this day executed and delivered by the said Frank F. McKoon and Ava M. McKoon to the said part ies of the second part

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 part ies of the second part 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 surplus, if any there be, shall be paid by the part making such sale, on demand to said

their heirs and assigns

**In Witness Whereof,** The said part ies of the first part have hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Frank F. McKoon (SEAL)  
Frank F. McKoon (SEAL)  
Ava M. McKoon (SEAL)  
Ava M. McKoon (SEAL)

STATE OF KANSAS,  
Douglas County ss:

BE IT REMEMBERED, That on this 14 day of January A. D. 19 59before me, Norman L. Kelley a Notary Publicin and for said County and State, came Frank F. McKoon and Ava M. McKoon Husband and Wife

to me personally known to be the same person 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 13, 1962

Norman L. Kelley Notary Public  
Norman L. Kelley

See Release of Mortgage See Book 149 Page 224