

72415 BOOK 124

MORTGAGE

(Sec. 22A)

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

This Indenture, Made this 2nd day of JanuaryA. D. 1960, between Leo F. Smith, Jr., and Vyola S. Smith, husband and wife,of Baldwin in the County of Douglas and State of Kansas,
of the first part, and Leo F. Smith, Sr., and Blanche M. Smith, his wife,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Thousand Dollars (\$13,000.00) 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 parties 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:

All of Lot One Hundred Ten (110) and the East Twenty (20) feet of Lot One Hundred Thirteen (113) on Indiana Street, in the City of Baldwin City, in Douglas County, Kansas.

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

This grant is intended as a mortgage to secure the payment of Thirteen Thousand (\$13,000.00)

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 parties 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 parties of the second part, their 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 parties 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leo F. Smith, Jr. (SEAL)
Vyola S. Smith (SEAL)
Vyola S. Smith (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 2nd day of January, A. D. 19 60

before me, the undersigned a Notary Public

in and for said County and State, came Leo F. Smith, Jr., and Vyola S. Smith, husband and 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

March 8 1962

Donald O. Nutt Notary Public
Donald O. Nutt



Recorded January 6, 1960 at 3:20 P.M.

Harold A. Beck Register of Deeds