

MORTGAGE

74018

BOOK 125

(No. 52A)

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

This Indenture, Made this 8th day of July
A. D. 1960, between Thomas Cannon and Marilyn Opaloyd Cannon, his wife

of Lawrence, in the County of Douglas and State of Kansas.

of the first part, and

Robert E. Wager and Martha J. Wager, his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand Five Hundred Fifty and 84/100 ----- 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: 800-804 West 8th Street, in Lane's First Add

A part of "Reserve" in Lane's First Addition to the City of Lawrence, Douglas County, Kansas, described as follows: to-wit: Beginning at the Southeast corner of the Block bounded on the West by Illinois Street, on the South by Eighth Street and on the East by Mississippi Street, said point being the Northwest corner of Eighth and Mississippi Streets, thence North along the East Line of said Block, 76.5 feet; thence West parallel with Eighth Street, 76 feet; thence North parallel with Mississippi Street, 27 feet; thence West parallel with Eighth Street, 20 feet; thence South parallel with Mississippi Street, 27 feet; thence East parallel with Eighth Street, 7 feet; thence South parallel with Mississippi Street, 76.5 feet to the North line of Eighth Street; thence East along the North line of Eighth Street, 89 feet to the place of beginning 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 Thomas Cannon and Marilyn Opaloyd Cannon

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 1st Mtg. in favor of Capitol Federal Savings & Loan Assn. in the original Amt. of 11,000.00 dated Nov. 5, 1954 and Rec. Nov. 10, 1954, in Bk. 107, Pages 423-425 in the Reg. of Deeds Office of Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of Fifteen Hundred Fifty and 84/100

Dollars, according to the terms of a certain 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, or 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 of the second part 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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Thomas Cannon (SEAL)
Thomas Cannon (SEAL)
Marilyn Opaloyd Cannon (SEAL)
Marilyn Opaloyd Cannon (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 9 day of July A. D. 1960

before me, the undersigned a Notary Public

in and for said County and State, came Thomas Cannon and Marilyn Opaloyd Cannon, 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 April 18th 1963

Robert P. Harrison Notary Public



Recorded July 20, 1960 at 2:25 P.M.

Harold A. Beck Register of Deeds