

74070

BOOK 125

MORTGAGE

(No. 22A)

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

This Indenture, Made this 26th day of JulyA. D. 1960, between John Williams, a single person,of Lawrence, in the County of Douglas and State of Kansas,
of the first part, and Raymond Wiley

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Two Hundred Fifty-six (\$256.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part, his 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:

Lots Fourteen (14) and Seventeen (17) in Addition No. Ten (10)
in that part of the City of Lawrence known as North Lawrence,
Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part

does hereby covenant and agree that at the delivery hereof he is 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 Two Hundred Fifty-six (\$256.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party 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 party of the second part, his 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 party making such sale, on demand to said party of the first part,

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John Williams (SEAL)
John Williams (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 26th day of July A. D. 1960,

before me, the undersigned a Notary Public
in and for said County and State, came John Williams, a single
person,

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 Jan. 26 1963 Margaret E. Harwood (Notary Public)

Recorded July 26, 1960 at 4:20 P.M.

Harold A. Beck Register of Deeds