

Reg. No. 17,111
Fee Paid \$12.00

MORTGAGE

78392

BOOK 129 (No. 52A)

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

This Indenture, Made this 28th day of SeptemberA. D. 1961, between Loyal V. McKim and Bessie McKim, husband and wife,of Lawrence, in the County of Douglas and State of Kansas,
of the first part, and Mary Elizabeth Messer and Harold W. Messer, her husband,
or the survivor,

parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand Seven Hundred Eight-five Dollars and Eight Cents (\$4,785.08)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:Lot One Hundred Fifty-six (156) on Louisiana Street in the City of
Lawrence, 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
incumbrancesThis grant is intended as a mortgage to secure the payment of \$4,785.08Dollars, 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 partand 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,
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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

Loyal V. McKim (SEAL)
Loyal V. McKim (SEAL)
Bessie McKim (SEAL)
Bessie McKim (SEAL)STATE OF KANSAS,
County of DouglasBE IT REMEMBERED, That on this 28th day of September A. D. 1961,

before me, the undersigned a Notary Public

in and for said County and State, came Loyal V. McKim andBessie McKim, 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.Margaret E. Howard Notary Public
Jan 26 1963

Recorded October 3, 1961 at 4:35 P.M.

Harold A. Beck Register of Deeds

See Blackhawk 2 Mortgage Book 153 Page 97