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MORTGAGE

BOOK 129

(Mo. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this Twenty-Fourth day of OctoberA. D. 1961, between Builder's Investment Co., Inc., a Kansas Corporation

of Lawrence, in the County of Douglas and State of Kansas  
 of the first part, and Boone Investment Co., Inc. of Columbia, A corporation organized  
to do business in the state of Missouri.

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of  
Ten Thousand and 00/100 DOLLARS,  
 to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does  
 grant, bargain, sell and Mortgage to the said part Y of the second part Y 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 East Half of Lot One (1), of the Subdivision of the West Half of  
 Block Fifty-one (51), West Lawrence Addition, in the City of Lawrence.

and

The West Half of Lot One (1), of the Subdivision of the West Half of  
 Block Fifty-one (51), West Lawrence Addition in the City of Lawrence.

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

And the said Builder's Investment Co., Inc.

do hereby covenant and agree that at the delivery hereof it 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 except a mortgage executed on Jan. 30, 1961 in favor of Commerce Savings  
and Loan in Book 127 on pages 97-98-99-100 in the office of the Register of Deeds of

This grant is intended as a mortgage to secure the payment of Ten Thousand and 00/100

Dollars, according to the terms of a certain note this day executed and delivered by the

said party of the first part

said part Y of the second part to the

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 part Y of the second part Y and its executors, administrators,  
 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 part  
 making such sale, on demand to said party of the first part, its

heirs and assigns

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

Signed, Sealed and delivered in presence of

BUILDER'S INVESTMENT CO., INC. (SEAL)  
President (SEAL)  
Marcia A. Parsons Secretary (SEAL)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 26th day of October A. D. 19 61before me, Norma W. McCauley a Notary Publicin and for said County and State, came R. Parsons andMarcia A. Parsons

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 June 17, 1965 Norma W. McCauley Notary Public

Recorded November 7, 1961 at 11:00 A.M.

Harold A. Beck Register of Deeds