

MORTGAGE

(No. 52A)

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85070 BOOK 135

THIS INDENTURE Made this 1st day of AugustA. D. 19 63, between Marion Vasquez and Lavina Vasquez, his wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lloyd B. Heltzel

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand Five Hundred Fifty Dollars (\$2,550.00) 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 part Y 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:

The South 136 feet of Lot Forty (40) in Addition
Five (5) in that part of the City of Lawrence known
as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said parties of the first partdo 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 Two Thousand Five Hundred Fifty Dollars (\$2,550.00) 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 part Y of the second part, payable in monthly installments of \$50.00, together with interest at the rate of six per cent (6%) per annum, from August 1, 1963, beginning on September 1, 1963;

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 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 in 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 Y making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part ies 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

Marion Vasquez (SEAL)

(SEAL)

Lavina Vasquez (SEAL)

(SEAL)

Lavina Vasquez (SEAL)

(SEAL)

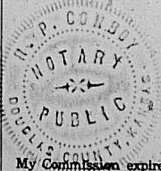
STATE OF KANSAS,

DOUGLAS

County } ss:

BE IT REMEMBERED, That on this 1st day of August A. D. 1963
before me, the undersigned a Notary Public
in and for said County and State, came Marion Vasquez and
Lavina Vasquez, 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 October 13 1963R.P. Country Notary Public

Harold A. Baker
By: Annie Beane, Deputy