

## MORTGAGE

(No. 512)

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2310 BOOK 111

## THIS INDENTURE

Made this

20th

day of August

A. D. 19 65, between James D. Lobb and Shirley P. Lobb, husband and wife and  
Rose P. Waddellof McLouth, in the County of Jefferson and State of Kansas  
of the first part, and Frances Harker or Harry Harker, her husband

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Five Thousand Five Hundred - - - - - 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 1st 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 Thirty-Four (34) in Block Two (2) in Babcock Place,  
an Addition to the City of Lawrence, Douglas County,  
Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Grantors

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

This grant is intended as a mortgage to secure the payment of Five Thousand Five Hundred - - - - -  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Grantors to the  
said part 1st of the second part

\$ 5,500.00

McLouth, Kansas August 20, 1965

Nine years

after date, I, we or either of us, promise to pay

to the order of Frances Harker or Harry Harker

At THE BANK OF MCLOUTH, McLouth, Kansas

Five Thousand Five Hundred - - - - - DOLLARS

For value received, with interest from date until paid at the rate of 6 per cent per annum, payable semi-annually; and  
if the interest be not paid semi-annually, or when due, it shall, when due, be added to and become a part of the principal and bear the  
same rate of interest. Equal monthly installments of \$66.00, including principal and interest.

No. Due

James D. Lobb

P. O.

Shirley P. Lobb

P. O.

Rose P. Waddell

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 1st of the second part their 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 first parties, their heirs and assigns

In Witness Whereof, The said part 1st 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

James D. Lobb  
Shirley P. Lobb  
Rose P. Waddell

(SEAL)

(SEAL)

(SEAL)

(SEAL)