

358

MORTGAGE

(No. 52A)

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BOOK 144

6132

THIS INDENTURE

Made this

29th

day of

August

A. D. 19 66

, between

Robert E. North and Sylvia Faye North, his wife,

of Lawrence

, in the County of

Douglas

and State of

Kansas

of the first part, and

John E. Foulston and Christie A. Foulston, his wife,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Fifteen Thousand Five Hundred and No/100 (\$15,500.00) - - - - - 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 ies 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 Nineteen (19), in Block One (1), in Schwarz Acres Number Two (2), an Addition to the City of 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 part

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Fifteen Thousand Five Hundred & No/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Robert E. North and Sylvia Faye North, his wife, to the said part ies 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 part ies 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 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 parties 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 hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

*Robert E. North* (SEAL)  
Robert E. North  
*Sylvia Faye North* (SEAL)  
Sylvia Faye North (SEAL)

STATE OF KANSAS,

Douglas

County

ss:

BE IT REMEMBERED, That on this 29th day of August A. D. 19 66 before me, the undersigned a Notary Public

in and for said County and State, came Robert E. North and Sylvia Faye North, 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 September 24 19 66

*Iris W. Aller* Notary Public  
Iris W. Aller,

Recorded August 29, 1966 at 10:31 A.M.

*Yamie Beam* Register of Deeds