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Reg. No. 4,163
Fee Paid \$62.50

MORTGAGE

(No. 52A)

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

BOOK 154

18445

THIS INDENTURE Made this 2nd day of September
A. D. 19 69, between Eugene F. Kletchka and Lea Kletchka, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Mason H. Dixon and Fern Dixon, his wife,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Twenty-five Thousand and No/100 (\$25,000.00) ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lots One (1), Two (2), and Three (3), in Block Eleven (11), and the North Half of
vacated Bremer Drive adjacent to said lots; Lots One (1), Two (2), and Three (3),
in Block Twelve (12), and the South Half of vacated Bremer Drive adjacent to said
lots, all in Sunset Hill Estate Subdivision, 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, for themselves and for their heirs

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 Twenty-five Thousand and No/100 (\$25,000.00)
Dollars, according to the terms of one certain note this day executed and delivered by the
said parties of the first part 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 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 ies making
such sale, on demand to said parties of the first part, their

heirs and assigns

The Parties of the first part shall have the option, right and privilege to pay the
Parties of the second part any part of the mortgage indebtedness as above set forth at
any time without penalty.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Eugene F. Kletchka (SEAL)
Eugene F. Kletchka (SEAL)
Lea Kletchka (SEAL)
Lea Kletchka (SEAL)

STATE OF KANSAS,

Douglas

County } ss:



BE IT REMEMBERED, That on this 2nd day of September A. D. 19 69
before me, the undersigned

a Notary Public
in and for said County and State, came Eugene F. Kletchka and
Lea Kletchka, 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 July 6 19 70

Alan C. Endacott, Notary Public

Recorded September 2, 1969 at 2:12 P.M.

James Beem Register of Deeds