

MORTGAGE

(No. 52A)

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

21532

BOOK 157

THIS INDENTURE

Made this

24

day of June

A. D. 19 70, between William D. Myers and Becky S. Myers, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Minter (NMI) Myers and Ada F. Myers, husband and wife,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-four Thousand and no/100 (\$24,000.00)-----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 parties 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 Two (2) in Block One (1) in Davis-Wiggins Addition, an Addition to the City of Lawrence.

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

do hereby covenant and agree that at the delivery hereof that 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 Twenty-four Thousand & no/100---- 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 parties of the second part bearing six per cent (6%) interest.

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 parties 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 parties making such sale, on demand to said William D. Myers and Becky S. Myers

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

William D. Myers (SEAL)  
WILLIAM D. MYERS (SEAL)  
Becky S. Myers (SEAL)  
BECKY S. MYERS (SEAL)

STATE OF KANSAS,  
DOUGLAS County ss:



BE IT REMEMBERED, That on this 24 day of June A. D. 19 70

before me, Sandra L. Gregg a Notary Public

in and for said County and State, came William D. Myers and Becky S. Myers, husband and wife,

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 October 13 19 73

Sandra L. Gregg Notary Public

Recorded June 29, 1970 at 10:00 A.M.

Jamie Beem Register of Deeds