

MORTGAGE—Standard Form

CS-52A

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture.

This Indenture, Made this 26th day of February A. D. 1947 between John A. Gaughan and Mary Vee Gaughan, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Mrs Jack M. West, Des Plaines Ill.

party of the second part

Witnesseth, That the said part les of the first part, in consideration of the sum of Five Thousand and No/100 - - - - - 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, her 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 Twenty Six (26) feet of Levee Lot Number One (1) and the West Thirteen (13) feet of the South Twenty Six (26) feet of Levee Lot Number Two (2) or the South Side of Pinckney (now 6th) Street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 108 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 Five Thousand Dollars Dollars, according to the terms of one 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

and this conveyance shall be void if such payments or interest shall not 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 be 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 party Y of the second part, Y his heirs, 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 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 the ir
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

W. A. Taylor (SEAL)
Mary Ann Taylor (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, Mo.

Be It Remembered That on this 26th day of February A D 1917

before me, W. F. [Signature] a Notary Public

in and for said County and State, came John A. Gauchan and

Mary Vee Gaughan, his 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

Notary Public

Recorded March 4, 1947 at 9:10 A.M.

Arnold A. Beck