

35190

Book 94

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,Made this 27th day of April,
A. D., 1918, between Gayle D. Mott and Maxine Mott, husband and wife.of Lawrence in the County of Douglas and State of Kansas
of the first part, and Hubert D. Messer and Margaret Messer, husband and wife, as
joint tenants with right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

THREE THOUSAND FIVE HUNDRED (\$3,500.00) only DOLLARSto 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:West Half (W¹/₂) of Block Thirty (30),West Lawrence, City of Lawrence, Kansas.with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Gayle D. Mott and Maxine Mott, husband and wife.
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 Three Thousand Five Hundred (\$3,500.00)
Dollars, according to the terms of, a certain Promissory Note this day executed and delivered by the
said Gayle D. Mott and Maxine Mott, husband and wife to the
said parties 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 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 Gayle D. Mott and Maxine Mott, husband
and wife, or their heirs and assigns.In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Gayle D. Mott (SEAL)
Maxine Mott (SEAL)

STATE OF KANSAS,

DOUGLAS

County,

Be It Remembered, That on this 27th day of April, A. D. 1918before me, Louis S. Parsons, a Notary Publicin and for said County and State, came Gayle D. Mott and Maxine
Mott, 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 January 22 1921Louis S. Parsons Notary PublicHarold A. Beck

Register of Deeds