

42864 BOOK 99

MORTGAGE

(NO. 32A)

Boyle Legal Blanks - CASH-STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 7-th day of February
A. D. 1951, between Joseph H. Arthur and Edna Flora Arthur, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lena Winger, a widow

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One thousand nine hundred twenty-five (\$1925.00) 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 2d 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:

Lot Eleven (11), Addition Five (5) in the city of Lawrence, North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Grantors 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 One Thousand nine hundred twenty-five Dollars, according to the terms of one certain note this day executed and delivered by the said Joseph H. Arthur and Edna Flora Arthur husband and wife to the

said part 2d of the second part.
To be paid (\$35.00) per month including 6% interest. Interest to be taken out of the monthly payment and balance applied on the principal.
Parties of the first part do hereby covenant and agree that the said part 2d of the second part her heirs and assigns 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 2d of the second part her 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 surplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said Parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1st 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

Joseph H. Arthur (SEAL)
Edna F. Arthur (SEAL)

STATE OF KANSAS,

Douglas County,



Be It Remembered, That on this 7-th day of February A. D. 1951 before me, the undersigned, a Notary Public

in and for said County and State, came Joseph H. Arthur and Edna Flora Arthur, husband and wife

to me personally known to be the said 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 Feb 14/53 1953

M. E. Kelly Notary Public.

See Assignment See Book 107 Page 387
See Partial Release See Book 107 Page 437
See Release See Book 114 Page 341