

43454 BOOK 99

MORTGAGE - Standard Form

(No. 52 B)

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

This Indenture,

Made this 4th day of April

A. D. 19 51, between John H. Wynes and Edith C. Wynes, his wife

of Kansas City, in the County of Wyandotte and State of Kansas
of the first part, and Lulu M. McKinney and Elmer E. McKinney.

of the second part.

Witnesseth, That the said part les of the first part, in consideration of the sum of THIRTY FIVE HUNDRED & 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 les 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:

The East half of a tract of land described as follows,
Beginning at a point 80.1 feet East of the Southwest
corner of the South West Quarter of Section Three (3),
Township Fifteen (15), Range Twenty one (21),
thence East parallel with the Right of Way of Highway
No. 50, 208 feet, thence North 208 feet, thence West
208 feet, thence South 208 feet to place of beginning,
containing one acre more or less

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

And the said parties of the first part

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 Thirty Five Hundred & No/100 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 les of the second part said note to bear interest at the rate of five percent per annum

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 les 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 les making such sale, on demand, to said parties of the first part their heirs and assigns

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

Signed, Sealed and delivered in presence of

John H. Wynes (SEAL)
Edith C. Wynes (SEAL)
(SEAL)
(SEAL)

For Assignment see Book 116 - Page 247