

44807

BOOK 101

MORTGAGE—Standard Form

(No. 52 B)

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

This Indenture,Made this 28th day of SeptemberA. D. 1951, between Clarence Gulley, and wife, Marguerite Gulleyof Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Jayhawk Federal Credit Union

of the second part.

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

Three Thousand One Hundred Fifty & 00/100

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 party of the second part 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:Lots No. Forty Nine (49) Fifty (50) Fifty One (51) Fifty Two (52) Fifty Three (53) Fifty Four (54) Fifty Five (55) Fifty Six (56) and Fifty Seven (57) of subdivision of lots No. Twenty Three (23) Twenty Four (24) and Twenty Five (25) of addition No. Ten (10) in that part of the City of Lawrence, formerly known as North Lawrence

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

And the said Clarence Gulley and wife Marguerite Gulleydo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Three Thousand One Hundred Fifty & 00/100 Dollars, according to the terms of one certain promissory note of this day executed and delivered by the said parties of the first part to the said party of the second part The Jayhawk Federal Credit Unionand 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 hereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its 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 party making such sale, on demand, to saidClarence Gulley and Marguerite Gulley or their heirs and assigns

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

Signed, Sealed and delivered in presence of

Clarence Gulley (SEAL)
Marguerite Gulley (SEAL)

STATE OF KANSAS,

Douglas

County ss.

Be It Remembered, That on this 28th day of Sept. A. D. 1951before me, the undersigned

a Notary Public

in and for said County and state, came Clarence Gulley and wife,Marguerite Gulley

to me personally known to be the same person who executed the within 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.

Paul V. Myers

Notary Public

Recorded October 16, 1951 at 9:00 A.M.

This mortgage was written on the 28th day of September, 1951.

Harold A. Beck
Robert Marsh

[Not Seal]

The note herein described having been paid in full this mortgage is hereby released and the sum thereby created discharged. At Witness my hand this 28th day of July 1956
Jayhawk Federal Credit Union
Robert Marsh

Register of Deeds