

250

Reg. No. 9266
Fee Paid \$21.00

48506 BOOK 103

MORTGAGE

(No. 52A)

Boyle's Legal Blanks, Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 3rd day of March
A. D. 1953, between Charles W. Kapfer and Lanelle Kapfer, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Henry J. Kapfer

party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Ninety-six Hundred (\$9600.00) 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 party of the second part his 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 #96 and the South one-half (S $\frac{1}{2}$) of Lot #94
on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 no exceptions

This grant is intended as a mortgage to secure the payment of Ninety-six Hundred (\$9,600.00)
Dollars, according to the terms of a certain written obligation day executed and delivered by the
said parties of the first part to the
said party of the second part with terms of payment as to principal and
interest

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 party of the second part his executors, administrators,
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 said parties of the first part or their heirs and
and assigns forever.

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

Charles W. Kapfer (SEAL)
Lanelle Kapfer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County, ss.



BE IT REMEMBERED, That on this 3rd day of March A. D. 1953
before me, the undersigned a Notary Public
in and for said County and State, came Charles W. Kapfer and
Lanelle Kapfer, 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.
Donald L. May Notary Public

My Commission expires May 9 1956

Donald L. May Register of Deeds.

The notary herein described having been sworn in 1951, this mortgage is hereby released, and the lien
thereby created discharged. As Witness my hand this 1st day of September 1954.

Henry J. Kapfer

Donald L. May