

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 29th day of April
A. D. 1953, between Leon Andrew and Elma Andrew, his wife,

of LAWRENCE, in the County of Douglas and State of Kansas
of the first part, and Mabel Cunningham
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Sixty Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. ye sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:

The Northeast Quarter of Section 28, Township 12 South, Range 18 East of the 6th P.M.

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

And the said First Parties 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 Sixty Three Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said First Parties to the said part y 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 part y 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 overplus, if any there be, shall be paid by the part y making such sale, on demand to said First Parties heirs and assigns

In Witness Whereof, The said parties of the first part ha. ye hereunto set their

hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Leon Andrew (SEAL)
Elma Andrew (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
DOUGLAS County, } ss.



BE IT REMEMBERED, That on this 29th day of April A. D. 1953 before me, the undersigned a Notary Public in and for said County and State, came Leon Andrew and Elma Andrew, his wife, to me personally known to be the same persons 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 1953 D. O. Helps Notary Public

Recorded May 1, 1953 at 9:40 A. M. RELEASE. Harold A. Beck Register of deeds.
The note herein described having been paid in full, this mortgage is hereby released, and the lien therey created terminated. As Witness my hand this 29th day of August 1961.

ATTEST: Jess W. Johnson Jr.
DeSoto, Kansas

Mabel Cunningham

Harold A. Beck
By James Beam