

49181 BOOK 104

MORTGAGE (NO. 52A) Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 25th day of May A. D. 19 53, between Haydn Jones and Jeannette Jones, his wife

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Bernard B. Pipes or I.H. Pipes

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand and 00/100 DOLLARS,

to it duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do as grant, bargain, sell and Mortgage to the said parties of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Lawrence, Douglas County, and State of Kansas, described as follows, to-wit: On beginning at a point on the North Right of Way line of Kansas State Highway No. 10, 989.6 feet West of the East line of the Southeast quarter of the Southwest quarter of Section 5, Township 13, South Range 20 East; Thence North to the North Line of said Southeast quarter of Southwest quarter of said Section 5; thence West along said North line 160 feet; thence South to the North Right of Way line of Kansas State Highway No. 10; thence East 160 feet to point of beginning, together with an easement and right to connect, construct, maintain, and repair a water pipeline to the well now located on the West 165 feet of said Southeast quarter of the Southwest quarter of Section 5, Township 13, Range 20, all in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Haydn Jones and Jeannette Jones, his wife do as 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 Seven Thousand and 00/100 Dollars Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Haydn Jones and Jeannette Jones, his wife to the said parties of the second part Bernard B. Pipes or I.H. Pipes

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 parties 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 parties making such sale, on demand, to said Haydn Jones and Jeannette Jones, his wife their heirs and assigns

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

Signed, Sealed and delivered in presence of Jeannette Jones (SEAL) Haydn Jones (SEAL)

STATE OF KANSAS, DOUGLAS County, ss.



Be It Remembered, That on this 25th day of May A. D. 19 53 before me, the undersigned, a Notary Public

in and for said County and State, came Haydn Jones & Jeannette Jones, husband and 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 April 2, 19 56 C. A. Miller Notary Public

Recorded May 26, 1953 at 10:50 A. M.

RELEASE. Harold A. Beck Registrar of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 10th day of June 1953. Bernard B. Pipes I. H. Pipes

This release was written on the original mortgage record by Harold A. Beck 15th day of June 1953