

49793 Book 104

MORTGAGE-Standard Form.

(No. 52 A)

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

This Indenture,

Made this 23rd day of July

A. D. 19 53, between Raymond Stuhl and Alberta Stuhl, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Charline Fitzpatrick

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and 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 party 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:

Lots Nos. Three (3) and Seventeen (17), the West 35 feet of Lots No. Two (2) and the West 15 feet of Lots Nos. Eighteen (18) and Nineteen (19) all in Strongs Addition, an addition adjacent to the city of Lawrence, 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 first parties

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except first mortgage to Charline Fitzpatrick dated 4-14-47 and recorded in Book 92 of Mortgages, page 127

This grant is intended as a mortgage to secure the payment of One Thousand and no/100 - - - - - Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Raymond Stuhl and Alberta Stuhl, his wife

to the said party 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 party 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 parties making such sale, on demand, to said first parties

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

Raymond Stuhl (SEAL)

Alberta Stuhl (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
Douglas County,) ss.

Be It Remembered, That on this 23rd day of July A. D. 19 53

before me, the undersigned, a Notary Public in and for said County and State, came Raymond Stuhl and Alberta Stuhl, 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 9-29-54

John W. Bine Notary Public.

Recorded July 23, 1953 at 2:45 P. M.

RELEASE

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 23th day of September, 1957.

Charline Fitzpatrick

Attest: James L. Postma

This release was written on the original m

Wessel Back Register of Deeds