

50054 BOOK 104

MORTGAGE.

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 17th day of August

A. D. 19 53, between H. W. Flear and Bessie V. Flear, husband and wife

of R#1 Baldwin, in the County of Douglas and State of Kansas
of the first part, and A. M. Lutz, RFD Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 - - - - - DOLLARS, to him 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:

Apartment house at 922 Kentucky, (South 30 feet of Lot No. Eighty (80) and the North 15 1/2 feet of Lot No. Eighty-two (82)) in the City of Lawrence, in Douglas County, Kansas.

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

And the said party of the first part

do es hereby covenant and agree that at the delivery hereof that he is 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 Three Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part 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 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 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 party of the first part his heirs and assigns

In Witness Whereof, The said party Y of the first part has his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

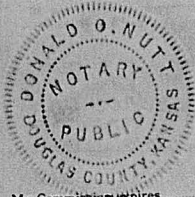
H. W. Flear (SEAL)
Bessie V. Flear (SEAL)

STATE OF KANSAS }
Douglas County, } ss.

Be It Remembered, That on this 17th day of August A. D. 19 53 before me, The undersigned a Notary Public in and for said County and State, came H. W. Flear and Bessie V. Flear, husband and wife

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.



Donald O. Nutt Notary Public

My Commission expires March 8, 19 54

Recorded August 21, 1953 at 4:00 P.M.

Release
The note proceeds described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As Witness my hand this 13th day of March 1954
W. M. Lutz
Register of Deeds, Deputy