

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 16th day of May 1962.

Ref. No. 9226
Fee Paid \$23.75

Noble D. Messer
Margaret Messer

50697 BOOK 105

This release
was written
on the original
mortgage
this 16
day
of May
1962

Harold A. Beck
Reg. of Deeds
Deputy

MORTGAGE

(No. 52A)

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

This Indenture, Made this 28th day of October

A. D. 1953, between Charles W. Kassinger and Shirley L. Kassinger, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Noble D. Messer and Margaret Messer, his wife, as joint tenants
with right of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said part i.e.s. of the first part, in consideration of the sum of
Nine Thousand Five Hundred (\$9500.00) 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 part i.e.s. of the second part their 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 No. Six (6) in Barker Place, an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part i.e.s. 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

This grant is intended as a mortgage to secure the payment of Nine Thousand Five Hundred (\$9500.00)
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said parties of the first part to the
said part i.e.s. of the second part which note bears interest at the rate of five (5) per cent
per annum, payable semi-annually, said note with interest being payable
sixty (\$60.00) a month until December 1, 1958 at which time the entire principal balance
due shall be due and payable 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 i.e.s. of the second part their executors, administrat-
ors 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 part i.e.s.
making such sale, on demand to said parties of the first part, their

heirs and assigns.

In Witness Whereof, The said part i.e.s. 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. Kassinger (SEAL)
Shirley L. Kassinger (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS

County,



BE IT REMEMBERED, That on this 30th day of October A. D. 1953
before me, the undersigned a Notary Public
in and for said County and State, came Charles W. Kassinger and
Shirley L. Kassinger, 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 July 27, 1955

Harold A. Beck Notary Public

Harold A. Beck Registrar of Deeds