

50713 BOOK 105

MORTGAGE-Standard Form (No. 52 A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture, Made this 3d. day of November

A. D., 1953, between Carl H. Newell and Mary E. Newell his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Harry A. Puckett

of the second part.

**Witnesseth.** That the said parties of the first part, in consideration of the sum of Fourteen Hundred Thirty (\$1430.00) 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 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:

So much of the following bounded real estate as lies South of the track of the Union Pacific Railway E. D. to-wit: Beginning at the S. E. corner of S. W.  $\frac{1}{4}$  of Section Twenty Nine (29) Twp. 12, Range 20; thence North Forty (40) rods; thence West Twenty (20) rods; thence South Forty (40) rods; thence East Twenty (20) rods to place of beginning, containing Two (2) acres, more or less. In that part of the City of Lawrence, known formerly as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Fourteen Hundred Thirty (\$1430.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part 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 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 party making such sale, on demand, to said parties of the first part 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  
Carl H. Newell (SEAL)  
Mary E. Newell (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF KANSAS,  
County of Douglas ss.



**Be It Remembered,** That on this 3d. day of November A. D. 1953 before me, the undersigned, a Notary Public in and for said County and State, came Carl H. Newell and Mary E. Newell, his wife to me personally known to be the same person 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.  
Frank Fox Notary Public

My Commission expires July 7 1956

Recorded November 3, 1953 at 4:00 P. M. Harold A. Beck Registrar of Deeds

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 2d day of February, 1957.  
Harry A. Puckett.