

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this First (1st) day of January

A. D. 1954, between Thomas V. Smith, a single man,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and George R. Babb

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of One Thousand Six Hundred Eighty Nine (\$1,689.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do RS grant, bargain, sell and Mortgage to the said part Y 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:

Lot Number 176 on Massachusetts Street,  
in the City of Lawrence, 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 Thomas V. Smith do RS hereby covenant and agree that at the delivery hereof 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, no exceptions.

This grant is intended as a mortgage to secure the payment of \$1,689.00 Dollars, according to the terms of a certain promissory Note this day executed and delivered by the said Thomas V. Smith, a single man, to the said part Y of the second part

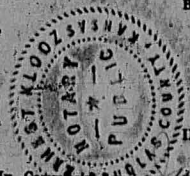
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y 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, Thomas V. Smith, heirs and assigns

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

Signed, Sealed and delivered in presence of Thomas V. Smith (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of January A. D. 1954 before me, ERNEST KLOOZ a Notary Public in and for said County and State, came Thomas V. Smith, a single man,



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.

My Commission Expires July 31 1956 Ernest Klooz Notary Public

Recorded January 4, 1954 at 11:00 A. M. Harold A. Beck Register 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 14th day of January 1960.

ATT-SP: L. S. Beach  
Taylor & Howell  
(Taylor E. Howell Notary Seal)  
My Commission Expires December 10, 1960

This mortgage was recorded in the public mortgage office of Lawrence, Kansas on this 10 day of August 1964.  
Harold A. Beck  
Reg. Deed.  
My Commission Expires Dec 10, 1960