

51938 BOOK 106

MORTGAGE

(No. 52A)

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

**This Indenture,**Made this 12th day of April  
A. D. 1954, between Harry R. Crisp and Darlene M. Crisp, his wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Carl Drake

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred (\$3500.00) 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 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:

Lots Fifteen (15) and Sixteen (16) in Addition Ten (10)  
in that part of the City of Lawrence, formerly known 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 Thirty-five Hundred (\$3500.00) 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 Y of the second part, said note being payable in monthly installments of Fifty (\$50.00) dollars beginning on May 1, 1954, together with interest on unpaid balance at the rate of Five (5%) per cent per annum, payable monthly

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, or 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

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Harry R. Crisp (SEAL)  
Darlene M. Crisp (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

DOUGLAS

County, ss.

BE IT REMEMBERED, That on this 12th day of April A. D. 19 54 before me, the undersigned a Notary Public in and for said County and State, came Harry R. Crisp and Darlene M. Crisp, 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.



Ewa Chandler Notary Public  
My Commission expires August 15, 1957

Recorded April 12, 1954 at 2:50 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 29 day of May 1959

Carl Drake

Harold G. Beck Register of Deeds