

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this _____ day of July
A. D. 1956, between Guy E. Marlin and Betty L. Marlin, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and W. W. Hatfield

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred Forty-three Dollars (\$843.00) 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:

Lot No. Seventeen (17) in Block No. Three (3) of the Replat and Sub-division of Blocks Three (3) and Four (4) in Southwest Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

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, except a mortgage to the Douglas County Building and Loan Association, which mortgage is a first mortgage.

This grant is intended as a mortgage to secure the payment of Eight Hundred Forty-three (\$843.00) 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 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, their

heirs and assigns

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

Signed, Sealed and delivered in presence of

Guy E. Marlin (SEAL)
Guy E. Marlin (SEAL)
Betty L. Marlin (SEAL)
Betty L. Marlin (SEAL)

STATE OF KANSAS,
Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 1956, before me, the undersigned a Notary Public in and for said County and State, came Guy E. Marlin and Betty L. Marlin, 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.



Margaret E. Harwood Notary Public

Filed & Recd
by Maria Wilson

RELEASE

The note herein referred to has not been paid in full and the same is hereby created discharged. As Witness my hand and seal this _____ day of _____, 1956.

Attest: Milton F. Allen

Frances M. Upson Deputy