

60456

Book 113

MORTGAGE (No. 32A) Baylis Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 16th day of August

A. D. 1956 between ANNA F. WARREN, a single woman

of LAWRENCE in the County of Douglas and State of Kansas of the first part, and Harry E. Valentine and Opal N. Valentine, husband and wife, as joint tenants with the right of survivorship and not as tenants in common of the second part

Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party 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:

Two East 77 feet of Lots 11 and 12 in Block 17 in Lane Place Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part

do hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a mortgage to secure the payment of Fifteen Hundred (\$1500.00) Dollars, according to the terms of one certain note this day executed and delivered by the said party 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 mortgage 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 their 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 surplus, if any there be, shall be paid by the party making such sale, as directed to said party of the first part her heirs and assigns

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

Signed, sealed and delivered in presence of Anna F. Warren (SEAL) Anna F. Warren (SEAL) (SEAL) (SEAL)

STATE OF KANSAS

County, ss.



BE IT REMEMBERED, That on this 16th day of August A. D. 1956 before me, the undersigned a Notary Public in and for said County and State, came ANNA F. WARREN, a single woman 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. April 27 1957 Harold A. Beck Notary Public

has whose was writer, on the original mortgage entered this 13 day of February 1963 Harold A. Beck Reg. of Deeds By Jane Beck

see rules 7.1, 7.2, 7.3 at 113

Subscribed.

The note herein described having been paid in full, this mortgage is hereby released, and is created discharged. As witness my hand this 16th day of February 1963 Harry E. Valentine, surviving joint tenant