

56559 Book 110

MORTGAGE

(NO. 52A)

Boyle Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 15th day of June

A. D. 1955, between Lester Fisher

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Bernard F. Kelly

of the second part.

Witnesseth, That the said party Y of the first part, in consideration of the sum of

Two Thousand and Forty

DOLLARS,

to him 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 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. 48 in Block One, in Belmont, an addition
in the City of Lawrence, Kansas. This property
is known as 1220 East 15th. Street, Lawrence, Kansas.

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

And the said Party of the First Part

does 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 whatsoever.

This grant is intended as a mortgage to secure the payment of Two Thousand and Forty

Dollars, according to the terms of a certain note this day executed and delivered by the

said party of the First Part to the

said party 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 party 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 party making such sale, on demand, to said party of the first part

his heirs and assigns

In Witness Whereof, The said party 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

Lester Fisher (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 15th day of June A. D. 1955

before me, the undersigned, a Notary Public

in and for said County and State, came Lester Fisher, 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 1956

1956

Arthur S. Beck Notary Public

Recorded June 24, 1955 at 1:10 P. M.

RELEASE.

1956 Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is extinguished. As witness my hand this 4th day of September, 1960.

J. S. Merrill

3rd October 1960

W. L. Beck

By G. W. Beck