

MORTGAGE

(No. 52A)

Boyles Legal Stationery Co., Lawrence, Kansas

This Indenture, Made this 9th day of JulyA. D. 1955, between Fern M. Kieffer a widowof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Daniel Heffner and Etta Velora Heffner his wife

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand Five Hundred (\$2500.00) -- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents does grant, bargain, sell and Mortgage to the said parties 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:

Lot No. Six (6), in Block No. Seventeen (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 es 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 Twenty Five Hundred (\$2500.00) 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 parties 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 parties 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 overplus, if any there be, shall be paid by the parties making such sale, on demand to said party of the first part

heirs and assigns

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

Signed, Sealed and delivered in presence of

Fern M. Kieffer (SEAL)
Fern M. Kieffer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of July A. D. 1955 before me, the undersigned a Notary Public in and for said County and State, came Fern M. Kieffer a widow 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 7 1956

Frank Fox Notary Public

Recorded July 11, 1955 at 10:25 A.M. RELEASE.
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand this 9th day of September 1955.

Daniel Heffner
Etta Velora Heffner