

MORTGAGE

(NO. 52B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

53886

Book 110

Made this Twentieth day of July
A. D. 19 55, between Louis H. Kiser and Lucy D. Kiser, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Douglas County State Bank, a Corporation, Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and 00/100 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 and its ~~successors~~ 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 Number Twenty Two (22) Block Two (2) in Homewood Gardens, a Sub-Division in Douglas County, State of Kansas, as surveyed, Platted and recorded in accordance with the laws of the State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 One Thousand and 00/100 Dollars, according to the terms of one 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

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 ~~and its successors~~ 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 part y 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

Harold R. Scheve

x Louis H. Kiser (SEAL)
x Lucy D. Kiser (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 20th day of July A. D. 1955 before me, Chester G. Jones a Notary Public in and for said County and State, came Louis H. and Lucy D. Kiser, husband and wife

to me personally known to be the same person who executed the within 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.



August 10 19 57

Chester G. Jones Notary Public

Recorded July 23, 1955 at 8:30 A.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 Fourteenth day of November, 1957.
Attest: G. M. Clem, Vice President.

Douglas County State Bank, Lawrence, Kans.
By Harold R. Scheve, Cashier.

(Corp Seal)

Harold G. Beck Register of Deeds

Harold G. Beck
Exp. 11/15/57