

505

Reg. no. 11,428
Fee paid \$3.75

57527 Book 110

MORTGAGE. (NO. 52B) Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 10th day of September

A. D. 1955, between Dale O. Kerr and Marjorie Kerr, Husband and Wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Thomas H. Jones

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Fifteen hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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. One Hundred Eight (108) on Rhode Island Street in the City of Lawrence

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 Fifteen hundred and no/100 Dollars, according to the terms of one certain promissory this day executed and delivered by the said parties of the first part to the said part y of the second part

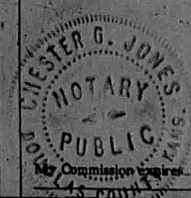
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part 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 part y making such sale, on demand, to said parties of the first part heirs and assigns

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

Signed, Sealed and delivered in presence of
Dale O. Kerr (SEAL)
Marjorie Kerr (SEAL)

STATE OF KANSAS
Douglas County, } ss.

Be It Remembered, That on this 14 day of September A. D. 19 55 before me, Chester G. Jones, a Notary Public in and for said County and State, came Dale O. Kerr and Marjorie Kerr, 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.
Chester G. Jones Notary Public

My Commission Expires August 10 19 57

Thomas H. Jones
RELEASE.
The note and mortgage herein recorded in full, this mortgage is hereby released, and the lien hereby created is removed. As a token of certain, this day of January 19-9.
By James H. Jones Thomas H. Jones