

57952 Book 111

MORTGAGES

(NO. 52A)

Baylor Legal Blanks & CASH STATIONERY CO., Lawrence, Kansas

This Indenture, made this 5th day of November 1955
A.D. 1955, between Walter Jackson and Beatrice Jackson, his wife

of Kansas City, in the County of Wyandotte and State of Kansas
of the first part, and Bernard F. Kelly

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) 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 party 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:

The West One-half (W $\frac{1}{2}$) of the South One-half (S $\frac{1}{2}$) of Lot Seventeen (17), in Addition Eleven (11) in that part of the city of Lawrence, formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part lies of the first part therein. And the said parties of the first part for themselves, their heirs and assigns 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 Four Hundred (\$400.00) Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said party of the second part.

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, 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 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 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

Walter Jackson
Walter Jackson (SEAL)

Beatrice Jackson
Beatrice Jackson (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 5th day of November A.D. 1955

before me, *Frank W. Beckman*, Notary Public
in and for the County and City of Lawrence, Walter Jackson and

Beatrice Jackson, his wife, 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 March 31, 1958

Frank W. Beckman Notary Public

Recorded November 7, 1955 at 8:45 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 5th day of October, 1957.

Bernard F. Kelly

THIS INDENTURE
was written
on the original
mortgage

this 7th day
of October
1957
Frank W. Beckman
Notary Public
By James Wilson
Folio 100