

MORTGAGE

(NO. 52A)

58060

Book 111

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

This Indenture,

Made this 10th day of November A.D. 1955 between Martin E. Henry and Frances V. Henry, his wife

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Robert P. Harrison and Pauline Gill Harrison, his wife as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Thousand - - - - - 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 1st 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 100 on New Jersey Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Three Thousand (\$3000.00) 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 part 1st of the second part, their heirs and assigns.

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 1st 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 part 1st making such sale, on demand, to said heirs and assigns.

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Thompson Henry (SEAL)
Martin E. Henry (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County,

Be It Remembered, That on this 10th day of November A.D. 1955 before me, the undersigned, a Notary Public in and for said County and State, came Martin E. Henry & Frances V. Henry, his wife to me personally known to be the same persons 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 June 17, 1957

Norma L. M. Burke Notary Public

Recorded November 18, 1955 at 3:30 P.M.

RELEASE.

Harold A. Beck Register of Deeds
Frances M. Beck Deputy
Robert P. Harrison
Pauline Gill Harrison

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 22nd day of December 1959.

ATTEST: Hattie M. Fletcher

This release was recorded in the original mortgage recorded on December 28, 1959.
Harold A. Beck
E. J. Janssen