

58198 Book 111

MORTGAGE-Standard Form

No. 52A

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 26th day of November,
A. D., 1955, between Earl A. Zimmerman and Christine Zimmerman, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Lawrence National Bank, Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and No/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 party 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:

The South One Hundred feet (100') of Lot Seventy-Three (73) on Pinckney Street, now Sixth (6th) Street, in Block Forty-Two (42), in that part of the City of Lawrence, Kansas known as West Lawrence, Douglas County, Kansas

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Earl A. Zimmerman and Christine Zimmerman 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 no exceptions

This grant is intended as a mortgage to secure the payment of Two Thousand and No/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Earl A. Zimmerman and Christine Zimmerman to the said party 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 party 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 party making such sale, on demand, to said first parties

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:

Earl A. Zimmerman (SEAL)
Christine Zimmerman (SEAL)

STATE OF KANSAS,

Douglas County, } ss.



Be It Remembered, That on this 26th day of November, A. D. 1955

before me, J. Underwood, a Notary Public

in and for said County and State, came Earl A. Zimmerman and Christine Zimmerman, 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 September 18, 1958

J. Underwood Notary Public

This release was written on the original mortgage entered this 1st day of February 1957
Harold A. Beck
Reg. of Deeds
My Man Wilson
Notary

Recorded December 1, 1955 at 2:15 P.M.

Released

Harold A. Beck

Register of Deeds

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 28th day of January 1957.
Arthur D. White (copy Seal) Lawrence National Bank, Lawrence, Kansas
Arthur D. White (copy Seal) John P. Peters, Cashier