

MORTGAGE

58443 Book 111 (No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 31st day of December

A. D. 1955, between S. Wayne Owens and Ruth M. Owens, husband and wife

of Lawrence, in the County of Douglas, and State of Kansas
of the first part, and Ed. Ulrich

of the second part.

Witnesseth, That the said part 1st. of the first part, in consideration of the sum of six thousand dollars and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, grant, bargain, sell and Mortgage to the said part 2nd. 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:

Property located at 1627 West 21st. street, Lawrence, Kansas and further legally described as Lot number nine (9) in block number (1) in Southwest addition, and addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st. of the first part therein. And the said S. Wayne Owens and Ruth M. Owens, husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 \$6000.00 Dollars, according to the terms of a certain Note this day executed and delivered by the said First parties to the said part 2nd. 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 2nd. 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 1st. making such sale, on demand to said First parties their heirs and assigns

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

Signed, Sealed and delivered in presence of

S. Wayne Owens (SEAL)
Ruth M. Owens (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 31st day of December A. D. 1955

before me, John H. Cordts, a Notary Public in and for said County and State, came S. Wayne Owens and Ruth M. Owens husband and wife

to me personally known to be the same person as 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 November 1, 1958. *John H. Cordts* Notary Public

Recorded January 3, 1956 at 11:25 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 15 day of April 1968.

Glyde J. Cordts
Mae H. Cordts

Mortgagee. Owner.

THIS RELEASE WAS WRITTEN ON THE ORIGINAL MORTGAGE INTEREST OF 15 APRIL 1968
James B. Bean
Reg. of Deeds

Deputy