

SECOND

58477

MORTGAGE

No. 52A

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture,

Made this 20th day of December

A. D. 1955, between Robert H. Deason and Jewell L. Deason, husband and wife

of the first part, and Ivan R. Amess and Bonnie L. Amess, husband and wife

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand Four Hundred and Twenty Two 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 or the survivor

all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot Seven (7) in Block One (1) in Schwarz Acres, an 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 first parties

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: except existing first mortgage in favor of Capital Federal Savings & Loan Association, dated 11-29-54, recorded 12-10-54 in Book 106 of Mortgages, pages 14-17

This grant is intended as a mortgage to secure the payment of One Thousand Four Hundred Twenty Two

Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties

to the said part 1st 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 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 of the second part making such sale, on demand to said first parties heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

J. E. Richardson
B. L. Richardson
Virginia

STATE OF Virginia
County of Norfolk

Robert H. Deason (SEAL)

Robert H. Deason (SEAL)

Jewell L. Deason (SEAL)

Jewell L. Deason (SEAL)

BE IT REMEMBERED, That on this 20th day of December A. D. 1955

before me, the undersigned a Notary Public

in and for said County and State, came Robert H. Deason and

Jewell L. Deason

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 12 February 1956

Notary Public

Recorded January 6, 1956 at 2:40 P.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 18 day of July 1961

Wm. N. Harsha Mortgagee. Owner.

Subscribed & sworn to before me 8-1-61

My commission expires 12-18-63

Katheryn Hunt Notary Public

(Notary Public Seal)

(Corp. Seal)

This release was written on the original mortgage. Dated this 27th day of August 1961

Harold A. Beck
Reg. of Deeds
By James Beams
Deputy