

MORTGAGE

59053

(No. 52A)

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

Book 112

This Indenture,Made this 17th day of MarchA. D. 1956, between William Ives, Jr. and Durian S. Ives, his wife,of Lawrence, in the County of Douglas and State of Kansasof the first part, and William Ives and Adena F. Ives, as joint tenants with
right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Thousand Eight Hundred 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 parties of the second part as joint tenants with right of survivorship and not as tenants in common 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 half of Lot Number Ten (10) and the North One half of Lot Number Eleven (11), in Block Number Four (4), in Park Hill Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Thirteen Thousand Eight Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part under the terms of which parties of the first part shall pay parties of the second part the said sum of \$13,600.00 within thirty (30) years from the date of said note, together with interest thereon at the rate of 5% per annum. Payments to be made at the rate of \$80 per month to apply on both principal and interest 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 parties 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 parties 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

hand and seal this day and year first above written.

Signed, Sealed and delivered in presence of

William Ives, Jr. (SEAL)
William Ives, Jr. (SEAL)
Durian S. Ives (SEAL)
Durian S. Ives (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 17th day of March A. D. 19 56

before me, the undersigned, a Notary Public in and for said County and State, came William Ives, Jr. and Durian S. Ives, 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 11-9-56

Marjorie Daniel Notary Public

This release was taken on the original mortgage and this 24 day of April 1956

Harold A. Beck

By James Brown

Recorded March 11, 1956 at 10:20 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 9th day of April 1962.

William Ives
Adena F. Ives

Mortgagee.
Owner.

Harold A. Beck Register of Deeds