

59634 Book 112

MORTGAGE

(No. 52A)

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

This Indenture,

Made this 19th day of May
A. D. 1956, between F.W. Simpson and Helen B. Simpson, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and J.J. Barrow

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven thousand five hundred (\$7,500.00) 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 Y 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:

The West Sixty-six (66) feet of Lot Number Seven (7), in Block Number (A), in Southwest Addition Number Two (2), an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 193 of the first part therein. And the said F.W. Simpson and Helen B. Simpson, husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised 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 Seven thousand five hundred (\$7,500.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part Y of the second part

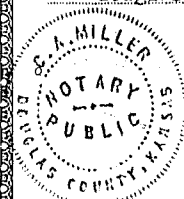
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand to said parties of the first part or their heirs and assigns

In Witness Whereof, The said part 193 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

A. W. Simpson (SEAL)
F.W. Simpson (SEAL)
Helen B. Simpson (SEAL)
Helen B. Simpson (SEAL)

STATE OF KANSAS,
Douglas County



BE IT REMEMBERED, That on this 19th day of May, A. D. 1956, before me, the undersigned a Notary Public in and for said County and State, came F.W. Simpson and Helen B. Simpson, husband and 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 April 2, 1960.
C. A. Miller Notary Public

Recorded May 24, 1956 at 9:10 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 8th day of Sept. 1958.

J. J. Barrow
Mortgagee.

Harold A. Beck Register of Deeds

This release was filed on the original mortgage this 24th day of Sept. 1958
By Harold A. Beck
Register of Deeds