

60243 Book 113

MORTGAGE

(No. 52A)

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

# This Indenture,

Made this \_\_\_\_\_ day of July  
A. D. 1956, between Guy E. Marlin and Betty L. Marlin, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and W. W. Hatfield

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred Forty-three Dollars (\$843.00) - ~~Eight Hundred Forty-three Dollars (\$843.00)~~  
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 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:

Lot No. Seventeen (17) in Block No. Three (3) of the Replat and Sub-  
division of Blocks Three (3) and Four (4) in Southwest Addition, an  
Addition to the City of Lawrence, Douglas County, Kansas.

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, except a mortgage to the Douglas County Building and Loan Association,  
which mortgage is a first mortgage.

This grant is intended as a mortgage to secure the payment of Eight Hundred Forty-three (\$843.00)  
Dollars, according to the terms of a certain promissory note this day executed and delivered by the  
said parties of the first part 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 his executors, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 parties of the first part, their

heirs and assigns

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

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Guy E. Marlin (SEAL)  
Guy E. Marlin (SEAL)  
Betty L. Marlin (SEAL)  
Betty L. Marlin (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 19 56,  
before me, the undersigned a Notary Public  
in and for said County and State, came Guy E. Marlin and Betty L.  
Marlin, 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.



January 26, 1959 Margaret E. Harwood Notary Public

This release  
was written  
in the original  
mortgage  
entered  
this 13th day  
of Oct.  
19 56

Harold A. Beck  
Reg. of Deeds  
by Maria Wilson

Recorded July 24, 1956 at 4:40 P.M.

RELEASE

Harold A. Beck, Register of Deeds

Frances M. Upor Deputy

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 11th day of October 1956.

Attest: Milton P. Allen

W. W. Hatfield