

Reg. N. 12,947
Fees Paid \$17.50

61147 BOOK 111

MORTGAGE (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 1st day of November

A. D. 1956, between Fred L. Cooper and William C. Warren Mortuaries party of the first part and ~~Twila S. Fearing party of the second part~~

of Lawrence, in the County of Douglas and State of Kansas of the first part, and Albert H. Fearing and Twila S. Fearing of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of (\$7,000.00) seven thousand and no 100 DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do hereby grant, bargain, sell and Mortgage to the said part 1st of the second part and their 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 one-hundred six (106) on New Hampshire St. in 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 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 no exceptions

This grant is intended as a mortgage to secure the payment of seven thousand and no/100 Dollars, according to the terms of a certain written obligation this day executed and delivered by the said parties of the first part to the said part 1st of the second part

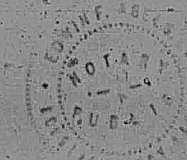
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 1st of the second part, 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 making such sale, on demand to said parties of the first part and their 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 Fred L. Cooper (SEAL) William C. Warren (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, Douglas County

BE IT REMEMBERED, That on this 1st day of November A. D. 1956 before me, the undersigned a Notary Public in and for said County and State, came Fred L. Cooper and William C. Warren, partners, Cooper Warren Mortuaries, 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 1958 Notary Public



This document was written on the original mortgage entered this 19 day of May 1956 by [Signature] Reg. of Deeds

Recorded November 3, 1956 at 11:30 A.M. Horel Back Register of Deeds

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 19th day of May 1964 Albert H. Fearing Twila S. Fearing Mortgagee, Owner.