

61656 BOOK 114

MORTGAGE

(No. 52A)

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

This Indenture, Made this 5TH day of JANUARY,
A. D. 1957, between EUGENE R. COLBERT + MARGIE L. COLBERT
HUSBAND + WIFE

of LAURENCE in the County of DOUGLAS and State of KANSAS
of the first part, and CHRIS KRAFT - 2101 MASSACHUSETTS -
LAURENCE, KANSAS
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
THREE THOUSAND FOUR HUNDRED SIXTYE AND 79/100 DOLLARS,
to him 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 4 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:

LOTS 8, 9 AND 10 IN BLOCK 6 IN HOMewood GARDENS,
A SUBDIVISION ADDITION NEAR THE CITY OF LAWRENCE,
AND LOTS NOS. EAST 1/2 #20 AND 21 IN BLOCK # 6
IN HOMewood GARDENS -

with all the appurtenances, and all the estate, title and interest of the said part 12 of the first part therein.
And the said EUGENE R. COLBERT + MARGIE L. COLBERT
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 THREE THOUSAND FOUR HUNDRED SIXTYE AND 79/100
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said EUGENE R. COLBERT + MARGIE L. COLBERT, HUSBAND + WIFE to the
said part 4 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 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 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 part
making such sale, on demand to said COLBERTS THEIR heirs and assigns

In Witness Whereof, The said part 4 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

William K. Ely

Eugene R. Colbert (SEAL)
Margie L. Colbert (SEAL)
Eugene R. Colbert (SEAL)
Margie L. Colbert (SEAL)

STATE OF KANSAS, ss.

Douglas County,

BE IT REMEMBERED, That on this 5TH day of JANUARY A. D. 1957
before me, Norma W. McCanles a Notary Public

in and for said County and State, came Eugene R. Colbert and
Margie L. Colbert, Husband & 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 June 17, 1957

Norma W. McCanles Notary Public
Norma W. McCanles

Recorded January 16, 1957 at 4:00 P.M.

RELEASE

Harold A. Beck Register of Deeds.

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 23 day of March 1961.

Chris Kraft

This release
was written
on the original
mortgage
dated
the 24th day
of March
1961
and A. Beck
Reg. of Deeds

for Partial Release of Book 114 page 250