

Reg. No. 13,026
Fee Paid \$7.00

Second Mortgage

61682 BOOK 114

MORTGAGE

(No. 52A)

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

This Indenture, Made this Seventeenth day of JanuaryA. D. 1957, between Richard L. Barlow and his wife Elizabeth M. Barlowof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Marion A. Barlow and his wife Jessie Barlow

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Seven Hundred Sixty and no/100 ***** 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 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: The South 50 feet of Lot Seventy, and all of Lot One Hundred Fifty Two in Block 56 in that part of Lawrence known as West Lawrence, an Addition to the City of Lawrence, in Douglas County, Kansas

(Assignment of Note-
Book 100 page 508, The First National Bank of Lawrence, Kansas to Commerce Trust Company, Kansas City, Mo.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said First Parties

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 First Mortgage made by Pearl D. Hildebrand, a single person, to the First National Bank of Lawrence, Kansas, recorded in Book 100 on page 300, Recorder of Deeds Office, Douglas County, Kansas, which Mortgage was later assigned to (see above). This grant is intended as a mortgage to secure the payment of Two Thousand Seven Hundred Sixty no/100

Dollars, according to the terms of one certain NOTE this day executed and delivered by the

said First Parties to the

said parties 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 parties of the second part their executors, administrators and assigns, at any time, hereafter, 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 First Parties.

THEIR

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Richard L. Barlow (SEAL)

Elizabeth M. Barlow (SEAL)

Elizabeth M. Barlow (SEAL)

Elizabeth M. Barlow (SEAL)

STATE OF KANSAS,

Douglas

County,

ss.

BE IT REMEMBERED, That on this 18 day of January A. D. 1957

before me, the undersigned a Notary Public

in and for said County and State, came Richard L. Barlow and Elizabeth

M. Barlow

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

Aug 10 1957

Chester G. Jones

Notary Public

Recorded January 19, 1957 at 9:20 A. M.

RELEASE.

Marion A. Barlow 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 28th day of November 1958

Marion A. Barlow
Jessie Barlow

This release
was written
on the original
mortgage

Notary
Chester G. Jones

Notary Public