

62071 BOOK 114

MORTGAGE

(No. 52A)

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

This Indenture, Made this 6th day of March
A. D. 19 57, between Dee L. Brown and Lydia M. Brown, his wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Fred H. Harris

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred (\$1,200.00) and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE 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:
Lot Twelve (12), in Block A, in Southwest Addition No II, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Dee L. Brown and Lydia M. Brown, his wife 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 Twelve Hundred (\$1,200.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Dee L. Brown and Lydia M. Brown 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 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand to said Dee L. Brown and Lydia M. Brown, his wife

heirs and assigns

In Witness Whereof, The said part ies of the first part ha VE hereunto set their hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Dee L. Brown (SEAL)
Lydia M. Brown (SEAL)

Lydia M. Brown (SEAL)
Lydia M. Brown (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 6th day of March A. D. 19 57 before me, Eugene L. Doane a Notary Public

in and for said County and State, came Dee L. Brown and Lydia M. Brown, his 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 January 29 19 59

Eugene L. Doane
Eugene L. Doane

Harold A. Beck Register of Deeds.

Recorded March 6, 1957 at 11:10 A. M.

RELEASE.

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 22nd day of August, 1957.

Fred H. Harris
Edith E. Harris

This release was written on the original mortgage.

the 23rd day of August 19 57

Harold A. Beck
Register of Deeds
By: [Signature]
County