

MORTGAGE

(No. 52A)

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

This Indenture, Made this 10th day of January

A. D. 1957, between Russell W. Jones, a Single man

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and Kenneth C. Deemer of Lawrence, Kansas party

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Six hundred and no 100 ***** DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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. Two (2) in Block No. Two (2) in University Terrace, an addition to the City of Lawrence.

** Recorder of Deeds Office Dpuclas County, Kansas.

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

And the said Russell W. Jones

do hereby covenant and agree that at the delivery hereof he is 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 for special assessments and sewer and paving by the city of Lawrence and a first mortgage in the sum of \$10,650.00 held by the Capitol Federal Savings and Loan association Topeka, Kansas, said mortgage being recorded in Book 114 page 791**

This grant is intended as a mortgage to secure the payment of Six hundred and no 100 Dollars, according to the terms of a certain promisory note this day executed and delivered by the said Russell W. Jones

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, 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 party making such sale, on demand to said Russell W. Jones

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Russell W. Jones (SEAL)
Russell W. Jones (SEAL)

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 15th day of January A. D. 19 57 before me, the undersigned a Notary Public in and for said County and State, came Russell W. Jones

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 May 16th 19 60

Marion A. Barlow
Marion A. Barlow, Notary Public

Recorded March 9, 1957 at 10:30 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 third day of June, 1957.

Attest: Harold W. Haight

Kenneth C. Deemer

This release was written on the original mortgage signed this 3rd day of June 1957
Harold W. Haight
Notary Public

Harold W. Beck Register of Deeds