

62197 BOOK 114

MORTGAGE

(No. 32A)

Boyles Legal Blanks—FREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 26th day of February

A. D. 1957, between Carl W. Noble and Barbara Ann Noble, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Orville Ray

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty One Hundred (\$2100.00) 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 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 One Hundred Six (106) in Block Thirty Eight (38)
in that part of the City of Lawrence known as West
Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a mortgage of record to Capitol Federal Savings and Loan Association

This grant is intended as a mortgage to secure the payment of Twenty One Hundred (\$2100.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part, being payable thirty (30) days from the date hereof.

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 parties of the first part, 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

Carl W. Noble (SEAL)
Carl W. Noble (SEAL)
Barbara Ann Noble (SEAL)
Barbara Ann Noble (SEAL)

STATE OF KANSAS,

Douglas

County, BE IT REMEMBERED, That on this 27th day of February A. D. 1957

before me, the undersigned a Notary Public

in and for said County and State, came Carl W. Noble and Barbara Ann Noble, 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 May 9th 1958

Richard L. Barlow Notary Public
Richard L. Barlow



This release was written on the original mortgage and filed on the 13th day of October 1957
Harold A. Beck
Register of Deeds
By Marie Wilson
+ Seal

Recorded March 23, 1957 at 11:00 A. M.

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 October, 1957.

Orville Ray, Mortgagee. Owner.

Harold A. Beck Register of Deeds.