

Reg. No. 13,231
Fee Paid \$4.00

62538

BOOK 115

MORTGAGE

(No. 52A)

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

This Indenture, Made this 30th day of April
A. D. 1957, between Robert E. Zilliox and Bonnie J. Zilliox, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Robert P. Harrison and Pauline Gill Harrison, his wife
as joint tenants with the right of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of SIXTEEN HUNDRED 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: A tract of land Beginning at a point 1056 feet South of the Northeast corner of Section Thirty-three (33), Township No. Twelve (12), Range No. Nineteen (19), East of the Sixth Principal Meridian, thence South 264 feet, thence West 165 feet, thence North 264 feet, thence East 165 feet to the point of beginning, containing one acre

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

This grant is intended as a mortgage to secure the payment of SIXTEEN HUNDRED Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part 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, of 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 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 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

Robert E. Zilliox (SEAL)
Robert E. Zilliox (SEAL)
Bonnie J. Zilliox (SEAL)
Bonnie J. Zilliox (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 30th day of April A. D. 1957 before me, the undersigned a Notary Public in and for said County and State, came Robert E. Zilliox and Bonnie J. Zilliox, husband and 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 Feb 7 1960 E. J. Holligh Notary Public

Recorded May 1, 1957 at 3:35 P.M. RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of this mortgage debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 23rd day of December 1957.

Robert P. Harrison
Pauline Gill Harrison

Mortgagee. Owner.

This record was written on the original mortgage

entered this 23rd day of December 1957
James A. Beck
Reg. of Deeds

Deeds