

Reg. No. 13,241
Fee Paid \$2.50

62585 BOOK 115

MORTGAGE

(No. 52A)

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

This Indenture, Made this 1st day of MayA. D. 1957, between Albert Wacker and Gertie Wacker, his wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and Donald Palmateer and Doris H. Palmateer, his wife, as joint tenants with 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 One Thousand (\$1,000.00)-----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 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:

Beginning at a point on the East line of Block No. Twenty Five (25) in that part of the City of Lawrence known as West Lawrence 150 feet North of the center of Elliott Street (now Fourth Street), thence due West to the West line of said Block No. 25, thence North on the West line of said Block No. 25, 150 feet, thence due East to the East line of said Block No. 25, thence South along the East line of said Block No. 25 to the place of beginning

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 One Thousand (\$1,000.00)----- Dollars, according to the terms of one certain promissory 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, 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 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

Albert Wacker (SEAL)Albert Wacker (SEAL)Gertie Wacker (SEAL)Gertie Wacker (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 8th day of May A. D. 1957before me, the undersigned Clerk of the District Courtin and for said County and State, came Albert Wacker and GertieWacker, 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 Term of Office 19

Lyell E. Allison Notary Public
Clerk of the District Court
Douglas County, Kansas

Recorded May 9, 1957 at 10:15 A.M.

RELEASE

Harold A. Beck

Register of Deeds

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 8 day of May, 1958.

Donald Palmateer.

Doris H. Palmateer.

This release
was written
on the original
mortgage

entered
this 8th day
of May
1958

Harold A. Beck
Register of Deeds

By Marie Wacker
Wacker