

63343

BOOK 116

MORTGAGE

(No. 52A)

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

This Indenture, Made this 15th day of July

A. D. 19 57, between Neil M. Harris and Marion E. Harris, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Fred H. Harris and Edith E. Harris, his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred Forty and no/100 (\$1,340.00) 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:

Lot Number One (1), in Block B, in Southwest Addition Number II, in the City of Lawrence, Kansas

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

And the said Neil M. Harris and Marion E. Harris, 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 Thirteen Hundred Forty (\$1,340.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Neil M. Harris and Marion E. Harris, his wife 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 parties making such sale, on demand to said Neil M. Harris and Marion E. Harris, his wife

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

Neil M. Harris (SEAL)
Neil M. Harris (SEAL)
Marion E. Harris (SEAL)
Marion E. Harris (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 19 57

before me, Eugene L. Doane a Notary Public in and for said County and State, came Neil M. Harris and Marion E. Harris, 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, 1959

Eugene L. Doane Notary Public
Eugene L. Doane

Recorded August 1, 1957 at 2:25 P.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 21st day of December, 1957.

Fred H. Harris
Edith E. Harris

Handl. Beck Register of Deeds

This release was written on the original mortgage

entered this 21st day of December 1957

Handl. Beck Reg. of Deeds
Edith E. Harris (Seal)