

66280

BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 27th day of June  
A. D. 1958, between Robert H. Boston and Barbara A. Boston, his wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Allen Leroy Moore and Dorothy Jean Moore, 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, Forty Six (\$1,046.00) 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 Twelve (12), in Block Two (2), in Town and Country  
Addition #3, an Addition to the City of Lawrence, as  
shown on the recorded plat in Plat Book 5, Page 5,  
recorded the 7th day of January, 1957.

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 first mortgage of record to National Homes Acceptance Corporation

This grant is intended as a mortgage to secure the payment of One Thousand, Forty Six (\$1,046.00)

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 by its terms payable in monthly installments of \$20.00 each, beginning August 10, 1958, together with interest from July 10, 1958 at the rate of seven per cent (7%) per annum

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 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 H. Boston (SEAL)  
Robert H. Boston (SEAL)  
Barbara A. Boston (SEAL)  
Barbara A. Boston (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 27th day of June A. D. 1958

before me, the undersigned a Notary Public

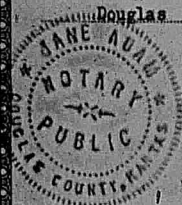
in and for said County and State, came Robert H. Boston and Barbara A. Boston, his wife

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 27 1962

Jane Adam Notary Public



Recorded July 3, 1958 at 11:10 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 13th day of September, 1961.

Allen Leroy Moore  
Dorothy Jean Moore

Witnesses, \_\_\_\_\_