

66520

BOOK 119

MORTGAGE

(No. 32A)

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

This Indenture, Made this 24th day of JulyA. D. 1958, between Marion A. Barlow and his wife Jessie Barlowof Lawrence, in the County of Douglas and State of Kansasof the first part, and Earl C. Ruessing

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred and no/100 ***** 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 No. 117 on Kentucky Street, in the City of Lawrence,

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

And the said First Parties

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 Two Thousand Five Hundred Dollars Dollars, according to the terms of one certain note this day executed and delivered by the said First Parties to the

said party of the second part bearing interest at 5% per annum payable annually on anniversary date (July 24, 1959) of note, principal sum due July 24, 1963, with privilege of First Parties paying any amount in multiples of \$100.00 on principal sum after August 1, 1959 and stopping interest thereon.

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 Second Parties, their heirs or assigns

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 Marion A. Barlow (SEAL)Jessie Barlow (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 24th day of July A. D. 19 58

before me, the undersigned a Notary Public

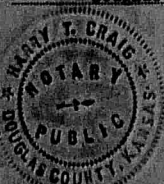
in and for said County and State, came Marion A. Barlow and his wifeJessie Barlow

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 November 18, 1958Harry T. Craig Notary Public

Harry T. Craig



FILE
was
on this
mortgage
this 10th
day of
July
1958
H. T. Craig
Notary Public

Recorded July 28, 1958 at 10:14 A.M.

Register of Deeds

the undersigned, owner of the within mortgage, hereby certifies the full payment of the debt secured thereby, and authorizes the Register of Deeds to cancel this mortgage of record.

Notary Public. Owner.