

67126

BOOK 119

MORTGAGE.

(NO. 52A)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this 7th day of August
A. D. 19 58, between William B. Haupt, a divorced and single person,of Leavenworth, in the County of Leavenworth and State of Kansas
of the first part, and Wayne Allphin, Jr.

of the second part.

Witnesseth, That the said part V of the first part, in consideration of the sum of
Seven Hundred ----- DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, ha g sold and by these presents do as grant,
bargain, sell and Mortgage to the said part V 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:Lots Numbered 45, 47, 49, 51, 53, 55 and 57 on
Elm Street, in the City of Baldwin City, Kansas,with all the appurtenances, and all the estate, title and interest of the said part V of the first part therein.And the said William B. Hauptdo as hereby covenant and agree that at the delivery hereof he is the lawful owner of
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Seven Hundred
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said William B. Haupt to the
said part V of the second partand 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 part V 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 part V making such sale, on demand, to said William B. Haupt

heirs and assigns

In Witness Whereof, The said part V of the first part ha g hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William B. Haupt (SEAL)William B. Haupt

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 7th day of August A. D. 19 58
before me, the undersignedin and for said County and State, came William B. Haupt, a
divorced and single person,to me personally known to be the same person 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 July 21 19 62Lois W. Allphin Notary PublicLois W. Allphin

Recorded September 23, 1958 at 2:15 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien
thereby released, and the lien thereby created discharged. As witness my hand this 2nd day of
October, 1958.ATTEST: Donald O. Nutt
(Corp. Seal)Harold A. Beck Register of DeedsThis release
was written
on the original
mortgageentered
this 2nd day
of October
1958Harold A. Beck
Reg. of DeedsBy Marie Wilson
Deputy