

67541

BOOK 120

MORTGAGE

(No. 92A)

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

**This Indenture,**

Made this

21

day of

October

A. D. 1958

between

Edith Bingham

of Lawrence

in the County of Douglas

and State of Kansas

of the first part, and

Chris Kraft Company, Lawrence, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Thousand Three Hundred Ninety Six 67/100ths DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd 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:

The North half of the East Half of Block 30, in that part of the City of Lawrence, known as West Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Edith Bingham

do hereby covenant and agree that at the delivery hereof she 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 incumbrances

This grant is intended as a mortgage to secure the payment of Six Thousand Three Hundred Ninety Six 67/100ths Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Edith Bingham to the said part 2nd of the second part the Chris Kraft Company

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 part 2nd of the second part, 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 thereof 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 making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

B. K. Bly

Edith Bingham

(SEAL)

Edith Bingham

(SEAL)

Edith Bingham

(SEAL)

Edith Bingham

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 21 day of October A. D. 1958

before me, Alpha Cohoon, a Notary Public

in and for said County and State, came Edith Bingham

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 April 1, 1961

Alpha Cohoon

Notary Public

Alpha Cohoon

Recorded October 25, 1958 at 11:55 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 29 day of January 1971

Chris Kraft Company

Chris Kraft Mortgagee, Owner.

Register of Deeds

This release was written on the original mortgage

dated this 21 day of October 1958

Yarnel Beam Reg. of Deeds