

67944

Book 120

MORTGAGE

(No. 52A)

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

This Indenture, Made this 16th day of JuneA. D. 1958, between Booker T. Williams and Anna May Williams, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Mark Q. Moore

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand, Four Hundred Eighty Two (\$1,482.00) ----- 2 ----- 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 part Y 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. One Hundred Fifty Nine (159) on Mississippi 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 parties of the first partdo 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 One Thousand Four Hundred Eighty Two 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 part Y of the second part and by its terms payable in monthly installments of \$61.75, beginning July 16, 1958, with interest from date of maturity at ten per cent (10%) 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 part Y 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 Y making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said parties of the first part do hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Booker T. Williams (SEAL)
Anna May Williams (SEAL)
Anna May Williams (SEAL)

STATE OF KANSAS,

County DouglasBE IT REMEMBERED, That on this 16th day of June A. D. 1958before me, the undersigned a Notary Publicin and for said County and State, came Booker T. Williams and Anna May Williams, his wife

to me personally known to be the same person s 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 1962Jane Adam

Notary Public

Recorded December 3, 1958 at 3:45 P.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 27th day of July 1959.

Securities Investment Company

By: Lawrence C. Mills

Partner Mortgagee.

for assignment see Book 120 Page 244



This document was filed with the original mortgage on July 28, 1958.

By Jane Adam
Secretary