

88107 BOOK 120

MORTGAGE

(No. 52A)

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This Indenture.

Made this _____ day of _____
A. D. 49 _____ between _____

of _____, in the County of _____ and State of _____
of the first part, and _____
_____ of the second part.

W. J. B.
Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been 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: Lot Seven (7), in Block One (1), in Schwarz Acres Number Two (2), an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 indefensible estate of inheritance therein, free and clear of all incumbrances, except a First Mortgage to Capitol Federal Savings & Loan Assn.

W. J. C.
This grant is intended as a mortgage to secure the payment of Two thousand Dollars, according to the terms of a certain note made this day executed and delivered by the said John H. Conover and Janet Conover, husband and wife to the said part 1st of the second part

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, 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 part 1st making such sale, on demand to said parties of the first part, their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of _____

John H. Conover (SEAL)
Janet Conover (SEAL)
Janet Conover (SEAL)

STATE OF KANSAS,
County of Douglas ss:

BE IT REMEMBERED, That on this 10th day of October A. D. 1958 before me, Alpha Conover a Notary Public in and for said County and State, came John H. Conover and Janet Conover, husband and wife 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, 1962
Alpha Conover Notary Public

This release was written on the original mortgage entered this 31 day of August 1962
Harold A. Beck
Reg. of Deeds
Deputy

Recorded on December 20, 1958 at 10:20 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 31st day of August 1962.
Robert P. Harrison Mortgagee, Owner.
Pauline Gill Harrison