

MORTGAGE

68193 BOOK 120
(No. 52A)

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This Indenture, Made this 23rd day of DecemberA. D. 1958, between Raymond H. Lee and Arvilla May Lee, husband and wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Robert P. Harrison and Pauline Gill Harrison, husband and wife as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Forty Five Hundred 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 1st 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 East 237.5 feet of a tract of land in the Southwest Quarter of Section 24, Township 12, Range 19, described as follows: Beginning at a point 550 feet West of the Northeast corner of the Southwest Quarter of Section 24, thence South 550.10 feet, thence West 662.99 feet, thence North 550.04 feet, thence East 663.2 feet to the place of beginning, containing 3 acres, more or less, which lies within the boundaries of the East 30 acres of the North 120 acres of the Southwest Quarter of Section 24, Township 12, Range 19, and the East 25 acres of the West 90 acres of the North 120 acres of S.W. 1/4 of 24-12-19. 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 indefeasible estate of inheritance therein, free and clear of all incumbrances except a first Mtg. in original Amt. of \$8000.00 to Robert P. Harrison and Pauline Gill Harrison dated Feb. 10, 1958 and Rec. Feb. 10, 1958 in Bk. 117, Page 471 in Reg. of Deeds Office in Douglas Co., Kan. This grant is intended as a mortgage to secure the payment of Forty Five Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said Raymond H. Lee and Arvilla May Lee, 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 1st 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 parties 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 have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond H. Lee (SEAL)
Raymond H. Lee (SEAL)
Arvilla May Lee (SEAL)
Arvilla May Lee (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 23rd day of December A. D. 19 58before me, the undersigned a Notary Publicin and for said County and State, came Raymond H. Lee and Arvilla May Lee, husband and wife

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 April 1, 1961

Alpha Cohen Notary Public
Alpha Cohen

Recorded on January 3, 1959 at 10:00 A.M. RELEASE David A. Beck Register of Deeds
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 9th day of October 1963.

Robert P. Harrison
Pauline Gill Harrison Mortgagee. Owner.

This document
was written
on the original
mortgage
dated
the 10 day
of October
1958

David A. Beck
Register of Deeds
By James B. Beck
Notary