

68675 BOOK 121

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture,Made this 1st day of January
A. D. 1959, between Charles Leslie Melody and Rubie Mae Melody, husband and wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and G.A. Roberts and Emma Roberts, husband and wife, as joint tenants, with right of survivorship and not as tenants in common,
of the second part.Witnesseth, That the said parties of the first part, in consideration of the sum of SIXTEEN THOUSAND (\$16,000) 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 parties of the second part and the 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 One (1), and the North 23.97 feet of Lot Two (2),
in Block Twelve (12), in Hillcrest Addition, an
Addition to 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 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.

This grant is intended as a mortgage to secure the payment of Sixteen Thousand Dollars 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 parties of the second part.

Parties of the first part shall keep said premises adequately insured in some reliable insurance company against loss by fire, windstorm and other casualty.

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 parties 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 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 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 have hereunto set

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles Leslie Melody (SEAL)
Rubie Mae Melody (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 20th day of February, A. D. 1959
before me, the undersigned, a Notary Public
in and for said County and State, came Charles Leslie Melody
and Rubie Mae Melody

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 October 12, 1962Norman L. Kelley Notary Public
Norman L. Kelley

Recorded on February 20, 1959 at 2:30 P.M.

RELEASE

Harold 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 14, September 1959.

G. A. Roberts
Emma Roberts Mortgagee. Owner.

Deputy

This mortgage
was
on the original
mortgage
this
14th
day
of
September
1959Harold A. Beck
Reg. of Deeds