Reg. No. 14,865 Fee Paid \$12.50

68783 BOOK 121 MORTGAGE-Standard Form No. 52 A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this 1st day of February in the year of our Lord nineteen hundred and fifty-nine between RALPH M. GUTEKUNST, Jr. and BETTY LOU GUTEKUNST of Lawrence in the County of Douglas and State of Kansas, parties of the first part, and _ RALPH M. GUTEKUNST of Bala-Cynwyd, Penn. party of the second part. Witnesseth, That the said parties bf the first part, in consid ratio sum of 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 (1) and the West 50 feet of Lot No. Two (2), all in Block No. (1) in Cranson's Subdivision of Block No. Fifteen (15) of Babcock's Enlarged Addition, an Addition to the City of Lawrance, Douglas County, Kansas with all the appurtenances, and all the estate, title and interest of the said part 108 _____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 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, face and clear of all incumbrances____ W. This grant is intended as a mortgage to secure the payment of .FIVE THOUSAND DOLLARS (\$5,000.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part y of the second part, his heirs, executors, administrators and assigns 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 the conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part <u>J</u> of the second part <u>his</u> executors, administrators and assigns, at any time thereafter, to sell the premises thereby 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 coats and charges of making such sale, and the overplus, if there be any, shall be paid by the part **y** <u>making such sale</u>, on demand, to said <u>parties of the first part</u> their heirs and assigns In witness whereof. The said parties _____ of the first part ha ve____hereunto et and seal g, the day and year first above written. their hand s Signed, sealed and delivered in presence of Ralph M. Gutekunst, SEAL y Lou Gutekunst Betty STATE OF KANSAS, County, (SEAL Douglas Be it Remembered, That on this 1st day of February A. D. 19.59 before me, the undersigned a Notary Public in and for said County and State, came ... Ralph M. Gutekunstfeind Betty Lou Gutekunst 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. 04 101 alice Partes My Commission Exp 19.59 Oct. 27 . 020 Notary Public ck Register of Deeds carold Recorded on March 3, 1959 at 11:45 A.M. RELEASE The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As Witness my hand, this 27th day of November A.D. 1964. Ralph M. Gutekunst

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and Glack