

MORTGAGE

69530

(Pb. 22A)

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BOOK 121

This Indenture, Made this 5 day of May

A. D. 1959, between W. E. Rice and Lucille I. Rice, his wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and W. J. Callabresi and Clara Callabresi, his wife

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Nine Thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. YB 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 North 156 acres of the Southeast Quarter
of Section 19, Township 14, South, Range 20 East,
in Douglas County, Kansas

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

This grant is intended as a mortgage to secure the payment of Nine Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said W. E. Rice and Lucille I. Rice, his wife to the said part 1st of the second part W. J. Callabresi and Clara Callabresi, his wife

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 part 1st making such sale, on demand to said parties of the first part

heirs and assigns

In Witness Whereof, The said part 1st of the first part ha. YB herunto set their

hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

W. E. Rice (SEAL)

Lucille I. Rice (SEAL)

Lucille I. Rice (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5 day of May A. D. 1959

before me, the undersigned a Notary Public

in and for said County and State, came W. E. Rice and Lucille I. Rice,

his 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires

3/8/ 1962

Donald O. Nutt Notary Public



Recorded on May 6, 1959 at 9:55 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 14 day of Feb. 1964.

W. J. Callabresi

Clara Callabresi

Mortgagee, Owner.

This mortgage
was written
on the original
mortgage
entered
this 20 day
of February
1959

Harold A. Beck
Reg. of Deeds

By James Beem
Notary