

595

Reg. No. 15,083

Fee Paid \$17.50

SECOND
MORTGAGE

BOOK 121 59010

(No. 32A)

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

This Indenture,

Made this 18th day of May

A. D. 19 59, between Phil E. Stuart, a single man

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Margaretta Billings

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Seven Thousand Dollars and No/100 (\$7,000.00) - ----- DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do sell grant, bargain, sell and Mortgage to the said party of the second part her 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 Twenty-six (26), in Block One (1), in Belle Haven South Addition Number Two (2), an Addition to the City of Lawrence, in Douglas County, Kansas;

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said Phil E. Stuart

do es hereby covenant and agree that at the delivery hereof he is 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 mortgage to Capitol Federal Savings and Loan Association dated 15th day of May, 1959, and recorded on the 15th day of May, 1959, in Book at Page in the office of the Register of Deeds, Douglas County, Kansas This grant is intended as a mortgage to secure the payment of Seven Thousand (\$7,000.) Dollars Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the

said party of the second part said note shall be amortized over ten year period; the principal balance of \$7,000.00 shall draw interest until May 15, 1960 and on said date the first principal and interest payment shall be made in the amount of \$470.00 and like payments shall be made semi-annually thereafter until paid in full;

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 party of the second part her 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 party of the first party making such sale, on demand to said first party

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Phil E. Stuart (SEAL)
Phil E. Stuart (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of May A. D. 1959, before me, a Notary Public in and for said County and State, came Phil E. Stuart,

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 May 6, 1961

Ray L. Clifton Notary Public

This release was written on the original mortgage returned this day of May 1959

Harold A. Beck
Reg. of Deeds

Recorded May 19, 1959 at 8:30 A.M.

Harold A. Beck

Register of Deeds

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 6th day of November 1959

Margaretta Billings