

69723

BOOK 122

MORTGAGE

(NO. 528)

Boyle Legal Books - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 22nd day of May
 A. D. 19 59, between Edwin L. Early and Gladys L. Early
husband and wife

of Baldwin, in the County of Douglas and State of Kansas
 of the first part, and Elizabeth Pearson, Baldwin, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Three Thousand & No/100- 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 y 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:

The North East Quarter of Section 11, Township 15,
Range 20, in Douglas County, Kansas.

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

And the said Edwin L. Early and Gladys L. Early
 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 for a mortgage of \$9,000.00 to the Metropolitan
Life Insurance Company, St Joseph Mo.

This grant is intended as a mortgage to secure the payment of Three Thousand & No/100-
 Dollars, according to the terms of one certain Note this day executed and delivered by the
 said Gladys Edwin L. Early and Gladys L. Early to the
 said part y 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 y 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

heirs and assigns

In Witness Whereof, The said part ies 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

Edwin L. Early (SEAL)
Edwin L. Early

Gladys L. Early (SEAL)
Gladys L. Early

Gladys L. Early (SEAL)
Gladys L. Early

STATE OF KANSAS

Douglas County, } ss.

Be It Remembered, That on this 22 day of May A. D. 19 59before me, Hale Steele, a Notary Publicin and for said County and State, came Edwin L. Early andGladys L. Earlyto me personally known to be the same person^s who executed the within 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 December 12 19 59

Hale Steele Notary Public

Recorded May 23, 1959 at 9:30 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 3rd day of May 1961.

Attest: Hale Steele

Elizabeth Pearson

This release
 was written
 on the original
 mortgage entered
 this 4th day
 of May
 19 61

Harold A. Beck
 Reg. of Deeds
By James Beem
 Deputy