

MORTGAGE 70420 (No. 23A) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

BOOK 122 This Indenture, Made this 10th day of October, A. D. 1958, between Wes Santee and Danna Lou Santee, husband and wife

of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and Edward Denning, trustee for his life, with the power of disposal all for the use and benefit of Danna Lou Santee, remainder to Danna Lou Santee, in fee simple absolute,

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen thousand 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 party 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: Premises known as 2135 New Hampshire St. Lawrence, Kansas and more particularly described as follows: Lots Nos. 15 & 16 in Block No. 3 in Haskell Place 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 parties of the first part therein. And the said Wes Santee and Danna Lou Santee, husband and wife 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 seventeen thousand Dollars, according to the terms of a certain PROMISSORY this day executed and delivered by the said Wes Santee and Danna Lou Santee, husband and wife to the said party 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 party 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, and the overplus, if any there be, shall be paid by the party making such sale, on demand to said Wes Santee and Danna Lou Santee, husband and wife heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of Wes Santee, Danna Lou Santee



STATE OF KANSAS, Douglas County, ss: BE IT REMEMBERED, That on this 10th day of October A. D. 1958 before me, George W. Hayes a Notary Public in and for said County and State, came Wes Santee and Danna Lou Santee

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 4-27 1960 George W. Hayes Notary Public

This release was written on the original mortgage entered this 22 day of July 1964 Harold A. Beck Reg. of Deeds By: [Signature] Secy.

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 18th day of July 1964 Edward Denning, Trustee Mortgagee, Owner, State of Kansas, Morton County, ss. Be it Remembered, That on this 18th day of July A.D. 1964, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Edward Denning, trustee who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written. Burton B. Elder, Jr. Term expires 4-28-1966 (Notary Seal) Notary Public