

70443 BOOK 122

MORTGAGE

(Pls. 32A)

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This Indenture,Made this 1st day of April MayA. D. 1959, between Alfred E. Leach and Martha D. Leach, his wife,of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Leo F. Smith, Jr. and Vyola S. Smith, his wife,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) 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 parties 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 East Half of Lot One Hundred Sixteen (116) and the West 30 feet of Lot One Hundred Thirteen (113), all on Indiana Street, in the City of Baldwin City, 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 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 Eight Thousand Five Hundred (\$8,500.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part, including the rents, issues and profits thereof; provided, however, that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

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 parties of the second part, their heirs, 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 surplus, if any there be, shall be paid by the parties making such sale, on demand to said parties of the first part,

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Alfred E. Leach (SEAL)
Martha D. Leach (SEAL)
Martha D. Leach (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 1st day of May A. D. 1959,

before me, the undersigned, a Notary Public

in and for said County and State, came Alfred E. Leach and Martha D. Leach, his wife,

to me personally known to be the same persons 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 Jan. 26 1963 Margaret E. Harwood Notary Public



Recorded July 10, 1959 at 11:55 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. Date this 9/22 day of Sept 1959

Leo F. Smith Jr. Mortgagee, Owner.
Vyola S. Smith

This release was written on the original mortgage the day of

1959

of record.

Reg. of Deeds

James B. Blevins