

Reg. No. 15,356

Fee Paid \$8.50

70776

BOOK 122

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 10th day of AugustA. D. 1959, between James A. Springer and Beverly E. Springer, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Mary E. Springer

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Four Hundred and Forty Nine (\$3,449.00) ————— 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 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:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section No. Twenty Four (24), Township No. Twelve (12) South, Range No. Nineteen (19) East of the Sixth Principal Meridian; thence East 25 rods; thence South 16 rods; thence West 25 rods; thence North 16 rods to place of beginning, less the North 112 feet thereof, and less public road,

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 partdo 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 Three Thousand Four Hundred Forty nine (\$3,449.00) 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 part y of the second part in the sum of \$3,449.00 payable in monthly installments of \$70.00 each, beginning on the tenth day of September, 1959 with interest at the rate of five per cent (5%) per annum,

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 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 surplus, if any there be, shall be paid by the part y 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 on the day and year first above written.

Signed, Sealed and delivered in presence of

James A. Springer (SEAL)
James A. Springer (SEAL)
Beverly E. Springer (SEAL)
Beverly E. Springer (SEAL)

STATE OF KANSAS,

County of Douglas

ss:

BE IT REMEMBERED, That on this 11th day of August A. D. 1959before me, the undersigned a Notary Publicin and for said County and State, came James A. Springer, and BeverlyE. Springer, 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

Oct. 28 1960Forest A. Jackson Notary Public

Recorded August 11, 1959 at 1:10 P.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 8th day of October 1964.

Chas. A. Springer, Executor of the Estate
of Mary E. Springer, Deceased Mortgagee.
Owner.

This release
was written
on the original
mortgage

entered
day
of October
1964

Harold A. Beck
Reg. of Deeds

Deeds