

MORTGAGE, Purchase Money

70929

(No. 22A)

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**This Indenture,**

BOOK 122

A. D. 1959, between William M. Harris and Ruby Jane Harris, husband and wife,of Lawrence in the County of Douglas and State of Kansas  
of the first part, and George E. Peppercorn

Witnesseth, That the said parties of the first part, in consideration of the sum of

TWENTY TWO HUNDRED and no/100 (\$2,200.00) 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 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:

Lot 89 on New Jersey Street, in the City of Lawrence, Douglas County, Kansas, said lot being the same premises conveyed to William M. Harris and Ruby Jane Harris, husband and wife, by Helen Frazier and Cedric V. Frazier, her husband, and Virginia Miller and Owen Miller, her husband, by Warranty Deed of even date herewith, which premises are now given as a Purchase Money Mortgage to George E. Peppercorn to secure the payment of part of the purchase money for said premises as loaned by said mortgagee to pay the above mentioned vendors,

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 owners 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 TWENTY TWO HUNDRED and no/100 Dollars, according to the terms of one certain promissory note said parties of the first part this day executed and delivered by the said party of the second part to the

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 his 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 making such sale, on demand to said parties of the first part, or their heirs and assigns

In Witness Whereof, The said parties 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

William M. Harris (SEAL)  
Ruby Jane Harris (SEAL)  
Ruby Jane Harris (SEAL)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 21st day of August A. D. 1959before me, the Undersigned a Notary Public in and for said County and State, came William M. Harris and Ruby Jane Harris, husband and 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 June 27 1963 Howard B. Conkey Notary Public

Recorded August 22, 1959 at 8:30 A.M.

RELEASE

Harold A. Beck Register of Deeds

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 20th day of January 1962.

George E. Peppercorn  
Mortgagee, Owner.

This release was written on the original mortgage entered the 26 day of January 1962

Harold A. Beck  
Reg. of Deeds