

Reg. No. 15,438

Fee Paid \$11.25

71084

BOOK 123

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 25<sup>TH</sup> day of August,  
A. D. 1959, between L. D. Blanding and Wanda Blanding, husband and wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Ralph E. Cain

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Five Hundred 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:

Lots Seventeen (17) and Nineteen (19) on Pinckney Street (now 6th Street) in the City of Lawrence, Kansas

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

And the said first parties

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 a certain first mortgage to The Lawrence Building and Loan Association of Lawrence, Kansas, to secure \$9,000.00.

This grant is intended as a mortgage to secure the payment of Four Thousand Five Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties, L. D. Blanding and Wanda Blanding, to the said party of the second part. First parties shall keep the premises adequately insured against fire, windstorm and other casualty in some reliable insurance company in an amount sufficient to cover this mortgage interest, in addition to amounts covered by a first mortgage.

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 his executor, 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 party making such sale, on demand to said first parties

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

L. D. Blanding (SEAL)  
Wanda Blanding (SEAL)  
Wanda Blanding (SEAL)

STATE OF KANSAS,  
Douglas County ss:

BE IT REMEMBERED, That on this 25th day of August, A. D. 1959

before me, the undersigned a Notary Public

in and for said County and State, came L. D. Blanding and Wanda Blanding, husband and wife,

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 January 24, 1963

Glenn L. Kappelman Notary Public  
Glenn L. Kappelman



Recorded September 2, 1959 at 1:15 P.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 5th day of November 1969.

This release was written on the original mortgage and filed in the office of the Register of Deeds on November 11, 1969.

John James Cain, Individually  
John J. Cain, Trustee for Nancy Cain Dyer  
Mortgagee. Owner.

for Release of Mortgage see Book 159 Page 318  
for Assignment of Mortgage see Book 143-24