

Reg. No. 15,494

Fee Paid \$18.75

71308

BOOK 123

MORTGAGE

(No. 52A)

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

This Indenture, Made this 21st day of SeptemberA. D. 19 59, between Dale L. Kerr and Eloise L. Kerr, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
 of the first part, and Leslie A. Stevenson and Pearl E. Stevenson, his wife,
as joint tenants with the right of survivorship and not as tenants in
common of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seven 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 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: Lot Four (4), in Subdivision of Tract C of Sunset
Hills Estate Subdivision, an Addition to the City of Lawrence.

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 Seventy Five Hundred (\$7500.00)
 Dollars, according to the terms of a certain note this day executed and delivered by the
 said Dale L. Kerr and Eloise L. Kerr, husband and wife to the
 said parties 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 parties of the second part their executors, administrators,
 and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
 scribed 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
 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Dale L. Kerr (SEAL)

Dale L. Kerr (SEAL)

Eloise L. Kerr (SEAL)

Eloise L. Kerr (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 21st day of September A. D. 19 59

before me, the undersigned a Notary Public
 in and for said County and State, came Dale L. Kerr and Eloise
L. Kerr, 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 April 18th 19 63

Robert P. Harrison Notary Public



Recorded September 22, 1959 at 10:35 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. Dated this 13th day of September 1963.

Leslie A. Stevenson

Pearl E. Stevenson

Mortgagee. Owner.

This release
 was written
 on the original
 mortgage
 entered
 this 17 day
 of September
 19 63
 Reg. of Deeds

Deputy