

FIRST

MORTGAGE

BOOK 123 71938

(No. 23A)

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This Indenture, Made this 6th day of November A. D. 19 59, between Phil E. Stuart, a single man; Robert G. Billings and Patricia L. Billings, husband and wife, d/b/a BILLINGS AND STUART, a partnership of Lawrence, in the County of Douglas and State of Kansas of the first part, and Margaretta Billings of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-Four Thousand (\$24,000.00) and no/100 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:

Lot 26, in Block One (1), in Belle Haven South Addition Number Two, 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 Twenty-Four Thousand (\$24,000.00) Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part Y of the second part said note shall draw interest at the rate of six (6) per cent payable semi-annually with principal payments semi-annually as called for in said note. First parties to have the privilege of reducing principal by payment of \$100.00 or multiple thereof at any interest paying date.

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, 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 first parties.

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. BILLINGS AND STUART, a partnership

Signed, Sealed and delivered in presence of

By:

Phil E. Stuart (SEAL)

Robert G. Billings (SEAL)

Patricia L. Billings (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 6th day of November A. D. 19 59 before me, the undersigned a Notary Public

in and for said County and State, came Phil E. Stuart; Robert G. Billings and Patricia L. Billings, his 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 July 1 19 63

Georgiana R. Graves Notary Public

This instrument was written on the original mortgage entered this day of July 19 59

Harold A. Beck
Reg. of Deeds

Recorded November 19, 1959 at 9:30 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 1st day of July 1963.

Margaretta Billings Mortgagee, Owner.