

72167

BOOK 123

MORTGAGE

(No. 52A)

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

This Indenture, Made this 10th day of DecemberA. D. 1959, between Jerardo Mongiello and Shirley A. Mongiello,
husband and wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Callery Chemical Company, a Pennsylvania Corporation,
having its principal place of business at 9600 Perry Highway,
Pittsburgh, Pennsylvania of the second part.Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred and 38/100 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 its successors
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:Lot One (1) in Block Ten (10), in Lane Place, 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 Except a mortgage to Capitol Federal Savings and Loan Associa-
tion recorded in Book 117, Page 482-484 to which this mortgage is
subject.This grant is intended as a mortgage to secure the payment of Six Hundred and 38/100
Dollars, according to the terms of a certain mortgage note this day executed and delivered by the
said parties of the first part to the
said part Y of the second part, with interest from December 11, 1959, at the
rate of 5% per annum on the unpaid balance and providing for
payment of principal and interest in monthly installments of
\$30.00 commencing on the 15th day of January, 1960 and on the 15th
day of each month thereafter until principal and interest are
fully paid.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 sum shall become
due and payable, and it shall be lawful for the said part Y of the second part, its successors and assigns, 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 overplus, 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Jerardo Mongiello

(SEAL)

Shirley A. Mongiello

(SEAL)

Shirley A. Mongiello

(SEAL)

STATE OF KANSAS,

County of Douglas

ss:

BE IT REMEMBERED, That on this 10th day of December A. D. 1959

before me, the undersigned, a Notary Public

in and for said County and State, came Jerardo Mongiello and
Shirley A. Mongiello, husband and wifeto 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 Apr 29 1959.Carol R. Lopez

Notary Public

This release
was written
on the original
mortgage
dated
12/10/59
at
Lawrence,
KansasNotary Public
Reg. of Deeds

Deputy

Recorded December 10, 1959 at 10:20 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
this mortgage of record. Dated this 15th day of June 1961.

(Corp. Seal)

CALLERY CHEMICAL COMPANY
By C. P. Rooney Treasurer Mortgagee.
Owner.