

72528 BOOK 124

MORTGAGE

(No. 524)

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

This Indenture, Made this 15th day of January

A. D. 19 60, between Raymond A. Whitebread

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Kermit M. Beal

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Four Thousand DOLLARS,

to me duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: The South 132 feet of the East 140 feet of the South 300 feet of the following described tract: Beginning at a point Forty-One Rods, Ten and One-Half (10 1/2) feet South of the Northeast corner of the N. W. 1/4 of Section (19), Township (12), Range (20), thence West Eight (8) Rods, thence North Fifty (50) feet, thence West to the Right of way of the Union Pacific Railroad, thence Southwesterly along the East line of said right of way to a point 509.5 feet West and 317.5 feet North of the S. E. Corner of the N. E. 1/4 of the N. W. 1/4 of Section (19), Township (12), Range (20), also known as Lot Three (3) thence East to the East line of said N. E. 1/4 of the N. W. 1/4 thence North to the point of beginning

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

And the said Raymond A. Whitebread

do sell hereby covenant and agree that at the delivery hereof that he is 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 lien filed by Howard McConnell of Lawrence, Kansas

This grant is intended as a mortgage to secure the payment of \$4,000.00

Dollars, according to the terms of a certain PROMISSORY note this day executed and delivered by the said Raymond A. Whitebread to the said part Y of the second part the terms of which are as follows viz: Four thousand dollars to be paid one year after date to Kermit M. Beal or order at Lawrence, Kansas with interest at 5% per annum after January 15, 1960 until paid

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 part Y 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand to said Kermit M. Beal, his

heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond A. Whitebread (SEAL)
Ray Fall (SEAL)

Raymond A. Whitebread (SEAL)

STATE OF KANSAS,
Douglas County



BE IT REMEMBERED, That on this 15th day of January A. D. 19 60 before me, Martha J. Wager a Notary Public in and for said County and State, came Raymond A. Whitebread

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 13 19 63

Martha J. Wager Notary Public

This release was written on the original mortgage entered this 30th day of January 19 61

Kermit M. Beal
By Janice Beal

Recorded January 15, 1960 at 1:05 P.M.

Janice Beal Register of Deeds

RELEASE

By Janice Beal, Deputy

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 30 day of January 1961.

Kermit M. Beal

Mortgagee.. Owner.