

MORTGAGE

73024

(Sta. 82A)
BOOK 124

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

This Indenture, Made this 29th day of March
A. D. 1960, between Kenneth C. Herschell and Cecil M. Herschell, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Fred H. Schellack and Irene Mildred Schellack, his wife, as joint tenants with right of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand Five Hundred (\$2,500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE sold and survivor of them grant, bargain, sell and Mortgage to the said part ies of the second part and the subsequent 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:

East 45 feet of Lot 139 on Connecticut Street,
in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Two Thousand Five Hundred (\$2,500.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said part ies of the second part, payable in monthly installments of Fifty Dollars (\$50.00) each with interest at the rate of six per cent (6%) per annum on the unpaid balance.

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 ies 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 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 overplus, if any there be, shall be paid by the parties making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part ies of the first part ha VE hereunto set their

hand S and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth C. Herschell (SEAL)
Kenneth C. Herschell (SEAL)
Cecil M. Herschell (SEAL)
Cecil M. Herschell (SEAL)

STATE OF KANSAS,

County

Douglas



BE IT REMEMBERED, That on this 29th day of March A. D. 19 60
before me, the undersigned a Notary Public

in and for said County and State, came Kenneth C. Herschell and Cecil M. Herschell, his 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 December 3 19 63

Marie E. Johnson Notary Public
Marie E. Johnson

Recorded March 30, 1960 at 11:00 A.M.

RELEASE

Harold A. Beck Register of Deeds

This release
was written
on the original
mortgage
dated
this 29th day
of March
19 60

Harold A. Beck
Reg. of Deeds

By James Beam
Suly

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 16th day of July 1960.

Fred H. Schellack
Irene Mildred Schellack
Mortgagee. Owner.