

Reg. No. 16,374
Fee Paid \$30.50

MORTGAGE

75314 BOOK 126

(No. 52A)

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This Indenture, Made this 25th day of NovemberA. D. 19 60, between Earl W. Bellinger and Michele F. Bellinger, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and John J. Wheeler and Sophia G. Wheeler, his wife, as joint tenants with rights of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he vs 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 Seven (7), in Block One (1), in Day's Addition, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 \$12,250.00 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 1st 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 part 1st of the second part their executors, administrators, or 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 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 hand and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Earl W. Bellinger (SEAL)
by Michele F. Bellinger, Atty (SEAL) in fact

Michele F. Bellinger (SEAL)
Michele F. Bellinger (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 25th day of November A. D. 19 60before me, the undersigned a Notary Publicin and for said County and State, came Earl W. Bellinger by MicheleF. Bellinger, Atty. in fact and Michele F. Bellinger, husband and wife

to me personally known to be the same person as 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 18 19 63Robert P. Harrison Notary Public

Recorded November 28, 1960 at 3:35 P.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 18th day of January 1962.

John J. Wheeler
Sophia G. Wheeler

Mortgagees
Owner.

This release was written on the original mortgage entered this 18th day of January 1962

Harold A. Beck
By James B. Beck