

75553 BOOK 126

MORTGAGE-Standard Form

(No. 59 B)

F. J. Bivins, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,**Made this 22nd day of DecemberA. D., 1960, between John H. Woodbury and Elizabeth Jane Woodbury, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Ready-Mixed Concrete Company, Inc., of Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Twelve Thousand (\$12,000.00)

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 party of the second part, its successors 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 One (1) in Hillcrest Third Addition, an Addition to the City of Lawrencewith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said John H. Woodbury and Elizabeth Jane Woodbury, his wife 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 the utility easements and special assessments now of recordThis grant is intended as a mortgage to secure the payment of Twelve Thousand (\$12,000.00)Dollars, according to the terms of one certain note this day executed and delivered by the said John H. Woodbury and Elizabeth Jane Woodbury, his wife to the said party of the second part its successors and assignsand 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 be 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 party of the second part its successors 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 party making such sale, on demand, to said John H. Woodbury and Elizabeth Jane Woodbury, his wife or 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

Ernest P. Haley  
Ernest P. Haley  
Ernest P. Haley  
Ernest P. HaleyJohn H. Woodbury (SEAL)  
John H. Woodbury (SEAL)  
Elizabeth Jane Woodbury (SEAL)  
Elizabeth Jane Woodbury (SEAL)

STATE OF KANSAS

Douglas CountyBe It Remembered, That on this 22nd day of December A. D. 19 60before me, the undersigned a Notary Publicin and for said County and State, came John H. Woodbury and Elizabeth Jane Woodbury, his wife

to me personally known to be the same person who executed the within 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 June 3, 1963Eugene W. Haley Notary Public  
Eugene W. Haley

Recorded December 23, 1960 at 1:45 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this Seventh day of June 1961.

No Corp. Seal  
S.D.The Ready Mixed Conc. Co. Inc.  
by S. D. Penny

This release was written on the original mortgage entered this 7th day of June 1961.

Harold A. Beck  
Harold A. Beck  
By James Beem  
James Beem