d di t

- Starting

763'74 BOOK 127 J. Boyles, Publishes of Logal Blanks, L This Indenture, Made this 24th day of February in the year of our Lord nineteen hundred and Sixty-One between WAYNE J. VITT and DIXIE LEE VITT, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. G. DAUGHERTY and FERN DAUGHERTY, his wife of the second part. Witnesseth, That the said part 103 of the first part, in consideration of the sum of SIX HUNDRED and no/100ths --------- DOLLARS to them, duly paid, the receipt of which is hereby acknowledged, ha VO_sold and by these presents do._____grant, bargain, sell and Mortgage to the said part iss 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 Twenty-one (21), in Block C, in Southwest Addition Number Four (4), an Addition to the City of Lawrence, Douglas County, Kansas, with all the appartenances, and all the estate, title and interest of the said part 1es _____ 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 mortgage is subject to The Lawrence Building and Loan Mortgage) This grant is intended as a mortgage to secure the payment of __Six Hundred Dollars (\$600.00) Dollars, according to the terms of One certain note this day executed and delivered by the said _____parties of the first part . to the said part 108 of the second part apecified. 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 <u>lag</u> of the second part <u>thereon</u>, administrators and sasigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the maner prescribed by law, add 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 partles <u>making</u> such sale, on demand, to said <u>Partles of the first part</u>. heirs and assigns In witness whereof. The said part 183 of the first part ha VO hereunto set their hand Sand scals the day and year first above written. Signed, sealed and delivered in presence of Jayne J. Vitt (SEAL) (SEAL) Dixle Lee Vitt -(SEAL) STATE OF KANSAS (SEAL) Douglas County, 5 Be it Remembered, That on this 21th day of February A. D. 19 61 before me, the undersigned , a Notary Public in and for said County and State, came_Wayne J. Vitt and Dirie Los Vitt, his wife to me personally known to be the same personal who executed the foregoing instrument of writing, and daly acknowledged the execution of the same. IN WITNESS WHEHEOF, I have hereanto subscribed my name and affixed my official seal on the day and year last above written. alice Pater Novery Public. Oct. 27th, 1963. 22 Q Narda a. Sock RELEASE Return described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 19th. day of June A.D. 1965. 1-7010