

76411 BOOK 127

MORTGAGE

(No. 52A)

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

This Indenture, Made this 31st day of MarchA. D. 19 61, between James Fyne and Estell Fyne, his wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Annie L. Keeler and Walter J. Keeler, 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
Three Thousand Seven Hundred 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 part ies of the second part or the SURVIVOR
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:and
The South Half of Lots Fifty-two (52), Fifty-four (54), Fifty-six (56)
in Block Thirty-five (35) in that part of the City of Lawrence
known as West 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 first partiesdo 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Three Thousand Seven Hundred
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said first parties to the
said part ies of the second partand 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 SURVIVORS, executors, administr-
ators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 part ies
making such sale, on demand to said first parties, their survivor, or the
heirs and assigns of the survivor

heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their
hands and seal this day and year first above written.

Signed, Sealed and delivered in presence of

James Fyne (SEAL)
Estell Fyne (SEAL)
Estell Fyne (SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 31st day of March A. D. 19 61
before me, the undersigned a Notary Publicin and for said County and State, came James Fyne and
Estell Fyne, his wifeto 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 June 14 1961H. S. Sanders Notary PublicThis release
was written
on the original
mortgage entered
this 14 day
of March
19 61Harold A. Beck
Register of Deeds
By: James B. Bann
Deputy

Recorded April 3, 1961 at 10:00 A.M.

RELEASE

Harold A. Beck Register of DeedsI 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 13th day of April 1961.Annie L. Keeler Estate
W. J. Keeler Executor
Walter J. Keeler

Mortgagee. Owner.