

Reg. No. 16,711
Fee Paid \$8.25

76726 BOOK 127

MORTGAGE

(See Also)

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

This Indenture, Made this 1st day of MayA. D. 19 61, Between Frances C. Hale, a single person,of , in the County of Douglas and State of Kansas
of the first part, and Lloyd B. Heltzel

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Three Thousand Three Hundred Dollars (\$3,300.00) Dollars, to her duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part his 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:

Lots Nos. Four (4) and Five (5), in Block No. Sixty Three (63) in the City of Eudora.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said party of the first part

do hereby covenant and agree that at the delivery hereof she is 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 Three Thousand Three Hundred Dollars, according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said part Y of the second part in the sum of \$3,300.00 with interest at the rate of six per cent (6%) per annum from date, payable in monthly installments until May 1, 1963, then balance due on May 1, 1966;

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or due and payable, and it shall be lawful for the said part Y of the second part his 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 part Y making such sale, on demand to said party of the first part, her

heirs and assigns

In Witness Whereof, The said part Y of the first part he hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Frances C. Hale

Frances C. Hale

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 1st day of May A. D. 19 61

before me, the undersigned a Notary Public

in and for said County and State, came Frances C. Hale, a single person

to me personally known to be the same person 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 May 2, 1961 at 3:25 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 14th day of April 1970.

Lloyd B. Heltzel

Mortgagee. Owner.

10% release
must be written
on the original
mortgage
entered
on 17th day
of 7/8

James Beam
Reg. of Deeds
Deputy