

76868 BOOK 128

MORTGAGE

(No. 52A)

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This Indenture, Made this 15th day of May,
A. D. 19 61, between Kenneth E. Rose and Margaret Irene Rose, husband and wife,
of Lawrence, in the County of Douglas and State of Kansas,
of the first part, and C. Florence Stephenson,
_____ of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Twenty Thousand (\$20,000.)-----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, her 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:

The East 30 feet of Lot 7 and the West 55 feet of Lot 6,
in Block No. 2, in West Hills, an Addition to the City of
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 parties of the first part
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Twenty Thousand (\$20,000.)-----
Dollars, according to the terms of a certain Mortgage Note this day executed and delivered by the
said parties of the first part to the
said party 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 party of the second part, her executors, administrators
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 party
making such sale, on demand to said parties of the first part,
their heirs and assigns

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

Signed, Sealed and delivered in presence of

Kenneth E. Rose (SEAL)
Kenneth E. Rose

Margaret Irene Rose (SEAL)
Margaret Irene Rose

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 15th day of May, A. D. 19 61,before me, the undersigned a Notary Publicin and for said County and State, came Kenneth E. Rose and Margaret Irene Rose, husband and wife,to 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.

Jan. 26 19 63

Margaret E. Harwood Notary Public

Recorded May 15, 1961 at 11:35 A.M.

RELEASE

Wesley 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 24th day of May 1968.

C. Florence Stephenson

By: Mary Alice Cross
Her attorney in fact Mortgagee. Owner.

This release
was written
on the original
mortgage
on 28 day
of May
19 68
James Beem
Reg. of Deeds

Deputy