

Reg. No. 16,819  
Fee Paid \$12.50

MORTGAGE 77132 (No. 324) BOOK 128 Royal Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture**, Made this 7th day of June A. D. 1961, between John W. Brand and Audra C. Brand, his wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Pearl E. Courter and May Courter, husband and wife as joint tenants, with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand and no/100 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 1st 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:

Beginning at a point on the Section line 952 feet East of the Northwest corner of the Northeast Quarter of Section 34, Township 12 South, Range 19 East, thence East on the Section line 349 feet, thence South 339 feet, thence West parallel with the Section line 349 feet, thence North 339 feet to the place of beginning, 2.72 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said first parties 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 grant is intended as a mortgage to secure the payment of Five Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said first parties June 2, 1958 to the said part 1st 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 part 1st of the second part or the survivor, executor, administrator 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 making such sale, on demand to said first parties, or the survivors, or

of the parties or their survivor. the heirs and assigns

In Witness Whereof, The said part 1st 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

John W. Brand (SEAL)  
Audra C. Brand (SEAL)

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 7th day of June A. D. 1961 before me, the undersigned a Notary Public in and for said County and State, came John W. Brand and Audra C. Brand, 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.

My Commission expires December 3, 1963 Marie E. Johnson Notary Public

Recorded June 10, 1961 at 11:05 A.M.

RELEASE

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 19th. day of November 1962.

Pearl E. Courter  
May Courter Mortgagees.

Register of Deeds

This release was written on the original mortgage this 19th day of November 1962

Harold A. Beck  
Register of Deeds  
Spencer Beck  
Deputy