

Reg. No. 16,953
Fee Paid \$15.00

MORTGAGE 77709 (No. 51A) BOOK 128
Boyles Legal Blanks—FREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 8th day of July
A. D. 1961, between Clarence E. Daniels and Marjorie J. Daniels, his wife,

of _____, in the County of Douglas and State of Kansas
of the first part, and Winford Thiry

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Six Thousand Dollars (\$6,000.00) DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, he VE 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 No. Seventy-Six (76) and Seventy-Eight (78)
in Block Nineteen (19), 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 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 Six Thousand (\$6,000.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said parties of the first part to the
said part Y of the second part in the sum of \$6,000.00 with interest at the rate
of five and one-half (5½%) per annum from date, both interest and
principal payable in monthly installments of \$50.00 beginning on the 1st
day of August, 1961;

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 Y of the second part his executors, administrat-
ors 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
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of
Clarence E. Daniels (SEAL)
Marjorie J. Daniels (SEAL)
Marjorie J. Daniels (SEAL)

STATE OF KANSAS,
Douglas County, ss:
BE IT REMEMBERED, That on this 26th day of July A. D. 1961
before me, the undersigned a Notary Public
in and for said County and State, came Clarence E. Daniels and
Marjorie J. Daniels, his wife,
to me personally known to be the same person s 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.

June 14 1965 Hosclanders Notary Public

Recorded July 28, 1961 at 9:25 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 July 31 day of 1962.

Winford Thiry

Mortgagee.
Owner.

Harold A. Beck Register of Deeds
This release was written on the original mortgage entered July 31 day of July 1962
Harold A. Beck Reg. of Deeds
James E. Beck Notary