

MORTGAGE 77716 (No. 12A) Bayles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 27th day of July

A. D. 19 61, between Kenneth H. Vinyard and Betty M. Vinyard, husband and 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 Two Thousand Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies of the second part or the survivor 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 West 45 feet of Lot 15 in Frazier's Subdivision of a part of Addition 4 in that part of the City of Lawrence known as North 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 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 Two Thousand Five 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 part

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, their heirs, 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 ies making such sale, on demand to said first parties, their survivor, or the heirs and assigns of the survivor

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth H. Vinyard (SEAL)  
Betty M. Vinyard (SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 27th day of July A. D. 19 61 before me, the undersigned a Notary Public in and for said County and State, came Kenneth H. Vinyard and Betty M. Vinyard, husband and 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 Notary Public

Recorded July 28, 1961 at 3:50 P.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 29th day of January 1965.

Annie L. Keeler (deceased)  
By: W. J. Keeler, Executor  
Walter J. Keeler Mortgagee, Owner.

This mortgage was returned on the original mortgage.

29th day of January 1965

Janice Beam  
Shirley Neustifter