

78027 BOOK 129

MORTGAGE

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture;**Made this 22nd day of August  
A. D. 19 61, between Robert L. Neth and Rosabelle L. Neth, his wifeof Lawrence the County of Douglas and State of Kansasof the first part, and J. C. Dyer, Jr. and D. Rosemary Dyer, his wife, as  
joint tenants with rights of survivorship and not as tenants in  
common

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Thousand Five Hundred Ninety Nine and no/100 ~~Two Thousand Four Hundred Sixty Five 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 parties of the second part their 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:

Lot Thirty Two (32), in Block Three (3), in Belle Haven South  
Addition Number Two (2), an Addition to the City of Lawrence

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

And the said parties of the first partdo 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 indefensible 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 Ninety Nine and no/100  
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 parties of the second part, their heirs and assigns,

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 parties of the second part their 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 parties  
making such sale, on demand to said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties 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

Robert L. Neth (SEAL)  
Rosabelle L. Neth (SEAL)  
Rosabelle L. Neth (SEAL)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 22nd day of August A. D. 1961before me, the undersigned a Notary Publicin and for said County and State, came Robert L. Neth and Rosa-  
belle L. Neth, his wifeto 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 June 16, 1963

Notary Public

Recorded August 25, 1961 at 11:10 A.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 8 day of Jan. 1962.

J. C. Dyer, Jr.  
D. Rosemary Dyer Mortgagee. Owner.

The release  
was written  
on the original  
mortgage  
entered  
day

this 1  
day of March  
1962

James Allen  
Reg. of Deeds  
By John N. Nantz  
Deputy