

78113 BOOK 129

MORTGAGE - Standard Form

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, (THIS IS A SECOND MORTGAGE)

Made this 9th day of August
A. D. 1961, between Alfred L. Harrison and Maxine Harrison, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Oscar Broers of Eudora, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-five Hundred 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 party 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:

Lots 20 and 21 less the South 25 feet of Lot 21
also known as Subdivision No. 20 and Subdivision No.
21, less the South 25 feet of Subdivision 21, in the
Southeast quarter of Section 5, Township 15, South,
Range 20 East, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Alfred H. Harrison and Maxine Harrison 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 except a first mortgage in favor of Anchor Savings Association, in the amount of \$2,850.00.

This grant is intended as a mortgage to secure the payment of Twenty-five Hundred and No/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Alfred H. Harrison and Maxine Harrison of 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, his 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Alfred H. Harrison and Maxine Harrison their heirs and assigns

In Witness Whereof, The said parties 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

Alfred H. Harrison (SEAL)
Maxine Harrison (SEAL)

STATE OF KANSAS
Douglas County ss.



Be It Remembered, That on this 9th day of AUGUST A. D. 1961 before me, C. B. Willey, a Notary Public in and for said County and State, came Alfred H. Harrison and Maxine Harrison, 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 Feb. 5 1965

C. B. Willey Notary Public

This release was written on the original mortgage this 9 day of August 19 63 d

Harold Beck
Reg. of Deeds
James Beam
Deputy

Recorded September 5, 1961 at 11:10 A.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 9th day of Aug. 1963.

Oscar Broers