

78419 BOOK 129

MORTGAGE

(No. 52A)

Boyle Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 5th day of OctoberA. D. 1961, between Frankie Garcia and Mary B. GarciaHusband and wifeof Lawrence, in the County of Douglas and State of Kansasof the first part, and Harry A. PuckettA single Man

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Ten (\$510.00) 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 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:

Lot No. One Hundred Seven (107) in Addition
No. Three (3), in that part of the City of
Lawrence known as North Lawrence, Douglas
County, Kansas.

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

And the said Frankie Garcia and Mary B. Garcia

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 Hundred Ten (\$510.00) Dollars, according to the terms of ONE certain note this day executed and delivered by the said Frankie Garcia and Mary B. Garcia to the said part Y of the second part HARRY A. Puckett,

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, 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 Y making such sale, on demand to said Harry A. Puckett

his 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.

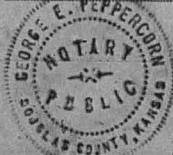
Signed, Sealed and delivered in presence of

Frankie Garcia (SEAL)
Frankie Garcia (SEAL)
Mary B. Garcia (SEAL)
Mary B. Garcia (SEAL)

STATE OF KANSAS,

DOUGLAS

County,



BE IT REMEMBERED, That on this 5th day of October A. D. 1961

before me, the undersigned

a Notary Public

in and for said County and State, came Frankie Garcia and

Mary B. Garcia, his wife

to 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 August 2nd, 1965

George E. Pepperscorn Notary Public
George E. Pepperscorn

Recorded October 6, 1961 at 8:30 A.M.

Harold A. Beck Register of Deeds