

MORTGAGE

78994

(No. 52A)

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

BOOK 130

**This Indenture,** Made this 29th day of November

A. D. 1961, between Arvie W. Southard, a single man

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Barbara Jane Brand

of the second part.

Witnesseth, That the said part V of the first part, in consideration of the sum of One Thousand Three Hundred Sixty-Four and no/100----- DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha. S sold and by these presents do. es grant, bargain, sell and Mortgage to the said part V of the second part her 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 122, 124 and 126 on Mississippi Street in the City of Lawrence, Douglas County, Kansas

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

And the said first party

do. es hereby covenant and agree that at the delivery hereof he is 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 One Thousand Three Hundred Sixty-four Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first party to the said part V 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 part V of the second part her heirs, administrators, 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 part V making such sale, on demand to said first party, his heirs and assigns

In Witness Whereof, The said part V of the first part ha. S hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Arvie W. Southard (SEAL)  
Arvie W. Southard (SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 29th day of November A. D. 1961

before me, the undersigned a Notary Public

in and for said County and State, came Arvie W. Southard, a single man

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 11-8 64 Notary Public  
Marjorie Daniel

Recorded December 5, 1961 at 4:00 P.M.

RELEASE

Handwritten Signature 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 20th day of January 1965  
Barbara Jane Brand  
Mortgagee. Owner.

20th  
January  
1965

Janice Beem  
Shirley Newby