

79304 BOOK 130

2nd MORTGAGE

(No. 52A)

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

This Indenture, Made this 1st day of JanuaryA. D. 1962, between James H. Lindsey and Mildred Lee Lindsey, husband and wifeof Eudora, in the County of Douglas and State of Kansas
of the first part, and Dean V. Teague and Vida V. Teague, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen-hundred Fifty (\$1,750.00) 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 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:

Lots Number Six (6), Seven (7), Fourteen (14), and South One-Half ($\frac{1}{2}$), of Five (5), in Block Two-hundred Nineteen (219), in the City of Eudora, Kansas.

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 part for themselves and for their heirs 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 one 1st mortgage to the Kaw Valley State Bank in the amount of \$5,000.

Dated recorded

This grant is intended as a mortgage to secure the payment of Seventeen-hundred Fifty (\$1,750.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part said parties of the second part to the

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or 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 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 parties making such sale, on demand to said parties of the first part

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

James H. Lindsey (SEAL)
James H. Lindsey (SEAL)
Mildred Lee Lindsey (SEAL)
Mildred Lee Lindsey (SEAL)

STATE OF KANSAS,

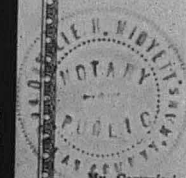
Douglas CountyBE IT REMEMBERED, That on this 1st day of January A. D. 1962before me, the undersigned a Notary Publicin and for said County and State, came James H. Lindsey and Mildred Lee Lindsey, husband and wife

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 Nov. 7th 1963Orville H. Midyett Notary Public

Orville H. Midyett



This release was written on the original mortgage entered the 22 day of December 1964

Handed a Book
No. 10, 1964

By James Lindsey Recorded January 11, 1962 at 10:20 A.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 7th day of December 1964.

Dean V. Teague

Vida V. Teague Mortgagee. Owner.