

MORTGAGE

79333 BOOK 110 (No. 32A)

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

This Indenture, Made this 27th day of DecemberA. D. 1961, between Kenneth McCartney and Wanda McCartneyof Lawrence, in the County of Douglas and State of Kansas
of the first part, and John B. Harris and Dorothy R. Harris

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of THREE HUNDRED - FIFTY- NINE AND 19/100 (\$359.19) DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do hereby grant, bargain, sell and Mortgage to the said part 2nd 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:

Beginning 73 rods North of the Southeast corner of section Thirty-Four (34), Township Twelve (12), Range Nineteen (19), Thence West 16 Rods, thence North 16 Rods, thence South 16 Rods, thence South 10 Rods to the point of beginning containing one acre more or less in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said parties of the first part

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 Three Hundred Fifty-nine and 19/100 (\$359.19) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part 1st 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 due and payable, and it shall be lawful for the said part 2nd of the second part 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 part

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

their

heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth McCartney (SEAL)
Wanda McCartney (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 27th day of December A. D. 1961

before me, Eugene L. Doane

a Notary Public

in and for said County and State, came Kenneth McCartney and Wanda

McCartney, his 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 January 29, 1963

Eugene L. Doane Notary Public

Recorded January 12, 1962 at 1:45 P.M.

Harold A. Beck Register of Deeds

In Release of Mortgage See Book 160 Page 114