

MORTGAGE

79707

BOOK 130

(No. 27A)

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

This Indenture, Made this 28th day of February

A. D. 1962, between James A. Spencer and
Constance J. Spencer,
husband and wife

of Eudora, in the County of Douglas and State of Kansas
of the first part, and William F. Bodin

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand three hundred and seventy-three and 83/100 (\$3,373.83) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} 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 Number Nine (9) and Ten (10), in block
One Hundred Sixty-Four (164), in the City of
Eudora, 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 parties of the first part

do hereby covenant and agree that at the delivery hereof that 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 thousand three hundred and seventy-three and 83/100 (\$3,373.83) Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part^y 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^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 parties of the first part or

their heirs and assigns

In Witness Whereof, The said part^{ies} of the first part ha^{ve} hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and delivered in presence of

James A. Spencer (SEAL)
Constance J. Spencer (SEAL)
Constance J. Spencer (SEAL)

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 28th day of February A. D. 1962 before me, Clyde F. Mersmann a Notary Public in and for said County and State, came James A. Spencer and Constance J. Spencer, 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 affirmed my official seal on the day and year last above written.

My Commission expires 10-2-64

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Clyde F. Mersmann, Notary Public

This indenture was written on the original mortgage entered this 22 day of January 1963

Harold A. Beck
Reg. of Deeds

Clyde F. Mersmann
Notary Public

Recorded March 1, 1962 at 3:05 P.M.

Harold A. Beck Register of Deeds

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 22nd day of January 1963
William F. Bodin