

50018 BOOK 130

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture**, Made this 30th day of March  
A. D. 19 62, between Charles W. Stone and Wilma N. Stone, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Harry G. Hall and Lovie M. Hall, husband and wife, as  
joint tenants with right of survivorship and not as tenants in common,  
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Two Thousand Two Hundred Dollars (\$2,200.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, he VS sold and by these presents do  
grant, bargain, sell and Mortgage to the said part ies 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: A Tract beginning at a point on the East Boundary  
of Section 17, Township 13, South of Range 20, East of the 6th P.M.,  
10.75 chains North of the South East Corner of said Section, being a  
point in the channel of the Wakarusa Creek, thence North 5 chains to a  
stone, thence West 6 chains to the channel of said Creek, thence down  
the channel of said Creek to the place of beginning, containing one and  
one-half acres, more or less.

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 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 Two Thousand Two Hundred (\$2,200.00)  
Dollars, according to the terms of a certain promissory note this day executed and delivered by the  
said parties of the first part  
said part ies of the second part and by its terms payable, together with interest to the  
at the rate of five per cent (5%) per annum, in monthly installments of  
\$40.00 each, beginning on the 1st day of May, 1962,

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 ies of the second part their executors, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 second part, their

heirs and assigns

In Witness Whereof, The said part ies of the first part he VS hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles W. Stone (SEAL)  
Charles W. Stone (SEAL)

Wilma N. Stone (SEAL)  
Wilma N. Stone (SEAL)

STATE OF KANSAS,



County Douglas

BE IT REMEMBERED, That on this 30th day of March A. D. 19 62

before me, the undersigned a Notary Public

in and for said County and State, came Charles W. Stone and

Wilma N. Stone, his wife,

to me personally known to be the same person s 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 December 3 1963

Marie E. Johnson Notary Public  
Marie E. Johnson

To release  
was written  
on the original  
Mortgage  
Entered  
File 254 day  
of October  
19 65

Recorded April 2, 1962 at 2:50 P.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 25th day of October 1965.

Harry G. Hall  
Lovie M. Hall Mortgagee. Owner.

Harold A. Beck Register of Deeds  
By Janice Beem, Deputy