

MORTGAGE

80693

BOOK 131

(No. 52A)

Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

This Indenture,Made this 4th day of JuneA. D. 19 62, between L. S. Harms and Anne F. Harms, husband and wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Robert P. Harrison and Rawleigh C. Zilliox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of SEVEN HUNDRED ELEVEN and 99/100----- 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:

Lot Twelve (12), in Block One (1), in Holiday Hills, an Addition to the City of Lawrence, Douglas County, 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

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 for a first mortgage in the original amount of \$15,200.00 now held by Capitol Federal Savings And Loan Ass'n., recorded in Bk. 126, pages 105-106, in the Reg. of Deeds Office in Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of Seven Hundred Eleven and 99/100----- 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 parties 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 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

their 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

L. S. Harms (SEAL)

Anne F. Harms (SEAL)

Anne F. Harms (SEAL)

STATE OF KANSAS,

DOUGLAS

County ss:

BE IT REMEMBERED, That on this 4th day of June A. D. 19 62

before me, the undersigned

a Notary Public

in and for said County and State, came L. S. Harms and Anne F. Harms, husband and 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 affixed my official seal on the day and year last above written.

My Commission expires May 25 19 65

Hattie M. Fletcher Notary Public

Recorded June 7, 1962 at 10:45 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 17th day of April 1961.

Robert P. Harrison
Rawleigh C. Zilliox

Mortgagee. Owner.

This release was written on the original mortgage entered this 17th day of April 1961

Hattie M. Fletcher
Reg. of Deeds

Deputy