

MORTGAGE 81652 (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas  
BOOK 132

**This Indenture**, Made this 6th day of August  
A. D. 1962, between Daniel M. Day and B. Elaine Day, husband and wife

of Overland Park, in the County of Johnson and State of Kansas  
of the first part, and Melvin Mencher and Helen C. Mencher, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ONE THOUSAND and no/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 One Hundred sixty-eight (168) on Kentucky Street in the City of Lawrence.

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

\$7,550 now held by City Homes Savings & Loan Ass'n, Topeka, Kans., Rec. in Bk 131-Page 504 Reg. of Deeds Off. Douglas Co.

This grant is intended as a mortgage to secure the payment of One Thousand and no/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 party 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 hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Daniel M. Day (SEAL)  
B. Elaine Day (SEAL)  
B. Elaine Day (SEAL)

STATE OF KANSAS,

ss: County

BE IT REMEMBERED, That on this 6th day of August A. D. 1962

before me, the undersigned, a Notary Public

in and for said County and State, came Daniel M. Day and

B. Elaine Day, 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 April 17th 1966

Rawleigh C. Zilliox Notary Public

This release was written on the original mortgage entered this 2nd day of October 1963

Harold A. Beck  
Reg. of Deeds  
Deputy

Recorded August 28, 1962 at 11:45 A.M.

RELEASE

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

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 20th day of Sept. 1963

Helen C. Mencher  
Melvin Mencher Mortgagee, Owner.