

MORTGAGE 82061 BOOK 132

(No. 52A)

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

This Indenture, Made this 24th day of September,
A. D. 19 62, between Donald L. Busse, a single manof Lawrence, in the County of Douglas and State of Kansasof the first part, and O.H. Garber and Florence Garber, his wife, as joint tenants with right of survivorship and not as tenants in common,

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand Two Hundred Fifty (\$2,250.00) and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ss 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 Thirty-Seven (37), in Block Two (2), in Belmont Addition, an Addition to the City of Lawrence.

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

And the said Donald L. Busse, a single man

do ss hereby covenant and agree that at the delivery hereof he is 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 fifty and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the

said Donald L. Busse, a single man

to the said parties of the second part, payable at Lawrence, Kansas, in equal installments of two hundred forty dollars each, the first installment payable on the 24th day of March, 1963, the second installment payable on the 24th day of September, 1963, and one installment payable on each the 24th day of March and the 24th day of September in each year thereafter, until the entire sum, together with all interest, is paid in full, said interest to be and payable on each payment date.

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 surplus, if any there be, shall be paid by the part ss making such sale, on demand to said Donald L. Busse, or his

heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Donald L. Busse (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS County ss:

BE IT REMEMBERED, That on this 24th day of September, A. D. 19 62

before me, Glenn L. Kappelman

a Notary Public

in and for said County and State, came Donald L. Busse, a single man

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 January 24, 1963

Glenn L. Kappelman Notary Public
Glenn L. Kappelman

Recorded September 25, 1962 at 3:50 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 1st day of December 1964.

O. H. Garber
Florence Garber Mortgagee. Owner.

This release was written mortgage entered by Harold A. Beck Reg. of Deeds By Glenn L. Kappelman Deposing