

Reg. No. 18,356  
Fee Paid \$11.00

82983

BOOK 1334

MORTGAGE-Standard Form

(No. 52A)

F. J. Boyles, Publisher of Legal Blanks, Ltd./Wichita, Kansas

**This Indenture,**Made this 3rd day of January  
in the year of our Lord nineteen hundred sixty-three betweenJOHN H. RETHERFORD and LUCIA M. RETHERFORD, his wife,of Lawrence in the County of Douglas and State of Kansasof the first part, and FREDERICK LEE BONES and DOLORES M. BONES, his wife

of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Four Thousand Three Hundred Seventy-one & no/100ths (\$4,371.00) - 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 No. Fourteen (14), in Block Five (5), in  
Northwood Addition, 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 one first mortgage held by the Capitol Federal Savings and Loan Association, Lawrence, Kansas.

This grant is intended as a mortgage to secure the payment of Four Thousand Three Hundred Seventy-one Dollars, according to the terms of one certain note this day executed and delivered by the said first parties 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 hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

x John H. Retherford (SEAL)  
John H. Retherford (SEAL)  
x Lucia M. Retherford (SEAL)  
Lucia M. Retherford (SEAL)

STATE OF KANSAS

Douglas

County, ss.

Be it Remembered, That on this 3rd day of January A. D. 19 63before me, the undersigned a Notary Publicin and for said County and State, came John H. Retherford andLucia M. Retherford, 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 affixed my official seal on the day and year last above written.

My Commission Expires Oct. 27- 1963Alice Patee Notary Public.

Alice Patee

Recorded January 4, 1963 at 1:05 P. M.

Harold A. Leck 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 20th day of April A.D. 1966

Frederick Lee Bones  
Dolores M. Bones

This release  
was written  
on the original  
mortgage instrument  
this 21st day  
of April  
1966  
James R. Dean  
Register of Deeds