

MORTGAGE

83479

BOOK 133

(No. 52A)

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

This Indenture, Made this 15th day of November

A. D. 1962, between Byron A. Beery and Evalyn H. Beery, husband and wife,

of _____, in the County of Douglas and State of Kansas

of the first part, and Millard P. Hovde and Virginia B. Hovde, husband and wife,
as joint tenants with the right of survivorship and not as tenants
in common _____ of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
---Ten Thousand Nine Hundred Dollars (\$10,900.00)-----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, as tenants in common,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

Lot Two (2), in Block One (1), in Belle Haven South
Addition Number Two (2), an Addition to 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 owners 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 Ten Thousand Nine Hundred \$10,900.00
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 in the sum of \$10,900.00 with interest at the
rate of five per cent (5%) per annum, the interest and principal
payable in monthly installments of \$71.94, beginning on December 20,
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 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 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 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

Byron A. Beery (SEAL)
Byron A. Beery (SEAL)
Evalyn H. Beery (SEAL)
Evalyn H. Beery (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 16th day of November A. D. 1962,

before me, the undersigned a Notary Public

in and for said County and State, came Byron A. Beery and

Evalyn H. Beery, 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 19

Harold A. Beck Notary Public

Recorded March 1, 1963 at 10:50 A.M.

Harold A. Beck Register of Deeds

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 7th day of October 1965.

Millard P. Hovde
Virginia B. Hovde Mortgagee.

This release
was written
on the original
mortgage
entered
on 7 day
of October
1965

Janice Beam
Reg. of Deeds
Byron A. Beery
Deputy