

MORTGAGE

(No. 52A)

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86435 BOOK 136

THIS INDENTURE

Made this 1st day of December

A. D. 1963, between Eugene W. Haley, Betty Jo Haley, his wife; and O. Warren Mitchell and Mary A. Mitchell, his wife,

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

of the first part, and Robert A. Haggart and Laura R. Haggart, his wife, as joint tenants with the right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Nine Thousand Five Hundred (\$9,500.00) ----- 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 part ies 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: Lots Eighty-three (83) and Eighty-five (85) on Pennsylvania Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 those utility easements and restrictions now of record and the rights of the present tenants.

This grant is intended as a mortgage to secure the payment of Nine Thousand Five Hundred (\$9,500.00)

Dollars, according to the terms of ONE certain Note this day executed and delivered by the said parties of the first part

to the

said part ies of the second part, said note to bear 6% interest per annum on the unpaid

balance beginning December 1, 1963, interest payable monthly beginning January 1, 1964. Interest only to be paid until July 1, 1967, principal and interest payments of \$124.85

shall be made on the first day of July, 1967, and on the first day of each month thereafter until principal together with interest is paid in full. First parties shall have the right to prepay all or any part of the principal at any time without penalty.

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 part ies 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 in 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 part ies making such sale, on demand to said parties of the first part

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their

hand s and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Eugene W. Haley (SEAL)
Betty Jo Haley (SEAL)
O. Warren Mitchell (SEAL)
Mary A. Mitchell (SEAL)



County ss:

BE IT REMEMBERED, That on this 1st day of December A. D. 1963 before me, the undersigned

a Notary Public

in and for said County and State, came Eugene W. Haley, Betty Jo Haley, his wife, and O. Warren Mitchell, and Mary A. Mitchell, his 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 June 28 1966

Darwin K. Benton Notary Public

Recorded December 18, 1963 at P.M.

RELEASE

Harold L. Dick Register of Deeds

we, the undersigned, owner of the within instrument, 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 28 day of May 1964.

Robert A. Haggart
Laura R. Haggart Mortgagee, Owner.