

MORTGAGE

(No. 52A)

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86728

BOOK 136

THIS INDENTURE Made this 17th day of January

A. D. 1964, between James Hilliard and Ernestine Hilliard, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lawrence C. Mills

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand thirty two and 00/100 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 party of the second part, his 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:

The North 40 Feet of lot 61 on Connecticut Street in the Original City of Lawrence in 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 that 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

This grant is intended as a mortgage to secure the payment of One thousand thirty two and 00/100 Dollars, according to the terms of a certain Note this day executed and delivered by the said James Hilliard and Ernestine Hilliard, his wife to the said party 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 party of the second part, his 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

James Hilliard (SEAL)
Ernestine Hilliard (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas

County ss:

BE IT REMEMBERED, That on this 17th day of January A. D. 1964 before me, the undersigned a Notary Public in and for said County and State, came James Hilliard and Ernestine Hilliard, 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

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E. J. Coy

Notary Public

Recorded January 21, 1964 at 3:00 A.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 16 day of Oct 1967.

Lawrence C. Mills Mortgagee, Owner.

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