

Reg. No. 1,473  
Fee Paid \$11.00

MORTGAGE

(No. 52A)

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88326 BOOK 137

**THIS INDENTURE** Made this 19th day of June  
A. D. 19 64, between John H. Woodbury and Elizabeth Jane Woodbury, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Robert L. McBride and Joan H. McBride

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand Six Hundred and No/100 (\$5,600.00) ----- 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 Five (5), less the East 27.5 feet thereof, and the East Sixty-one (61) feet of Lot Six (6), all in Block Two (2), in Pioneer Ridge, 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 John H. Woodbury and Elizabeth Jane Woodbury, his wife 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 except utility easements, restrictions and those special assessments now of record.

This grant is intended as a mortgage to secure the payment of Five Thousand Six Hundred & No/100 (\$5,600.00) Dollars, according to the terms of one certain note this day executed and delivered by the said John H. Woodbury and Elizabeth Jane Woodbury, his wife to the said parties of the second part said note due and payable February 19, 1965, with interest thereon at 6% per annum from this date, principal on said note in the amount of \$5,600.00,

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 second parties or 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

John H. Woodbury (SEAL)  
Elizabeth Jane Woodbury (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 19th day of June A. D. 19 64 before me, the undersigned a Notary Public in and for said County and State, came John H. Woodbury and Elizabeth Jane Woodbury, 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 3 19 67.

Eugene W. Haley, Notary Public

Recorded June 21, 1964 at 1:25 P. M.

Wain Chock Register of Deeds

I the undersigned, owner of the first part, 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. Witness my hand and seal this 12th day of April 1965.

Robert L. McBride  
Joan H. McBride  
Notary Public

James P. ...  
By ...  
Deputy