

MORTGAGE (No. 22A) The Outlook Printery, Publishers of Legal Blanks, Lawrence, Kansas

90310 BOOK 139

THIS INDENTURE Made this 1st day of January
A. D. 19 65, between H. G. LaRue and Evelyn L. LaRue, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lloyd B. Heltzel
of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) 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 Y 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:

Lot 39 on New York 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.

This grant is intended as a mortgage to secure the payment of One Thousand Five Hundred Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part to the said part Y of the second part, payable according to its terms;

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 Y 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 in the amount then due for principal and interest, together with the costs and charges of making such sale, and the over plus, if any there be, shall be paid by the part 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 and seal the day and year first above written.

Signed, Sealed and delivered in presence of

H. G. LaRue (SEAL)
Evelyn L. LaRue (SEAL)
Evelyn L. LaRue (SEAL)

STATE OF KANSAS,
Douglas County } ss:

BE IT REMEMBERED, That on this First day of January, A. D. 19 65, before me, the undersigned a Notary Public in and for said County and State, came H. G. LaRue and Evelyn L. LaRue, 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 October 12 1967 R.P. Conboy Notary Public

This release
was written
on the original
mortgage
dated
the 7th day
of December
1965

Janice Beem
Reg. of Deeds

Recorded January 4, 1965 at 8:00 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 26 day of Nov., 1965.

Lloyd B. Heltzel
Mortgagee. Owner.

Register of Deeds