

1011 BOOK 140

MORTGAGE (FIRST MORTGAGE)

(No. 22A)

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This Indenture,Made this 28 day of AprilA. D. 19 65, betweenF. Russell Frink and Margaret M. Frink, husband and wifeof Lawrence, in the County of Douglas and State of Kansas

of the first part, and

Narka "Mimi" Marie Frink of Lawrence, Douglas County, Kansas,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of (\$12,864.84) Twelve Thousand Eight Hundred Sixty-Four and 84/100 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 part Y of the second part her 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: Beginning at a point 1457 feet West and 169 feet North of the Southeast corner of the North Half of the Southwest Quarter of Section Thirty-Six (36), Township Twelve (12), Range Nineteen (19), thence West 41 feet, thence North 161 feet, thence East 41 feet, thence South 161 feet to the point of beginning, less the North 25 feet thereof to be used for street purposes; Also beginning at a point 1498 feet West and 173 feet North of the Southeast corner of the North Half of the Southwest Quarter of Section Thirty-Six (36), Township Twelve (12), Range Nineteen (19), thence North 132 feet, thence West 50 feet, thence South 132 feet, thence East 50 feet to the point of beginning, all in West Hills, now 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 partdo 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 taxes, easements and restrictions of record.This grant is intended as a mortgage to secure the payment of \$12,864.84Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the

said party of the second part; said note shall draw interest at the rate of 4 1/2 per cent per annum and calls for payment in installments of \$200.00 per month, commencing on the first of June, 1965, and each month thereafter until paid in full; said payments shall first be applied to interest and the balance to principal,

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 her 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 surplus, if any there be, shall be paid by the party Y 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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

F. Russell Frink (SEAL)Margaret M. Frink (SEAL)Margaret M. Frink (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 28 day of April A. D. 19 65before me, the undersigned, a Notary Publicin and for said County and State, came F. Russell Frink andMargaret M. Frink, husband and wife,

to me personally known to be the same person as 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 July 8 1968Elvia M. Schenck Notary Public

Recorded April 28, 1965 at 10:25 A.M.

RELEASE

Janice Bean Register of Deeds

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 27th day of Aug. 1969

Narka (Mimi) Marie Frink Mortgagee. Owner.

This release
must be written
on the original
mortgage
entered
the 24 day
of September
1964

Janice Bean
Reg. of Deeds

Janice Bean
Reg. of Deeds