

For Partial Release, See Book 162, page 493.

Reg. No. 960
Fee Paid \$60.00

MORTGAGE BOOK 142 3779

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of January

A. D. 1966, between

Arthur Larrick and Nadine C. Larrick, his wife

of Palmyra Township, in the County of Douglas and State of Kansas

of the first part, and

Harvey R. Rex and Ruby E. Rex, or the survivor of them as joint tenants and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of TWENTY-FOUR THOUSAND & NO/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 1st 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:

The Southwest Quarter of Section Ten (10), Township Fifteen (15), Range Twenty One (21), less tract described in deed recorded in Book 238, Pages 247-248, Register of Deeds office, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Arthur Larrick and Nadine C. Larrick

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 excepting easements of record

This grant is intended as a mortgage to secure the payment of Twenty Four Thousand & No/100 - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Arthur Larrick and Nadine C. Larrick to the said part 1st 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 part 1st 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 surplus, if any there be, shall be paid by the part making such sale, on demand to said Arthur Larrick and Nadine C. Larrick

their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Arthur Larrick (SEAL)

Nadine C. Larrick (SEAL)

Nadine C. Larrick (SEAL)

STATE OF KANSAS,

Franklin County

BE IT REMEMBERED, That on this 1st day of January A. D. 1966

before me, H. E. De Tar, a Notary Public

in and for said County and State, came Arthur Larrick and

Nadine C. Larrick, 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 February 12 1969

H. E. De Tar, Notary Public

Recorded January 4, 1966 at 10:25 A.M.

James Beem, Register of Deeds