

Reg. No. 505
Fee Paid \$6.50

MORTGAGE—Standard Form

Ch. 52 A)

2065

F. J. Boyler, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 29th

BOOK 111

day of July

A. D., 1965, between Howerton C. Botts and Esther M. Botts, husband and wife,of Lawrence in the County of Douglas and State of Kansas
of the first part, and Securities Investment Company, a partnership,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred ninety two and 00/100 DOLLARS to ~~them~~ duly paid, the receipt of which is hereby acknowledged, ha ~~ve~~ sold and by these presents do ~~o~~ grant, bargain, sell and Mortgage to the said part y of the second part, its 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 20, (less the East 5 Ft. of said Lot), of Block 7 in Doanes
subdivision of Earls Addition to the City of Lawrence in Douglas
County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Howerton C. Botts and Esther M. Botts 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 Twenty five hundred ninety two 400/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Howerton C. Botts and Esther Botts to the said part y 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 y of the second part its 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 part y 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 ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County,

ss.

Howerton C. Botts (SEAL)
Howerton C. Botts (SEAL)
Esther M. Botts (SEAL)
Esther M. Botts (SEAL)

Be It Remembered, That on this 29th day of July A. D. 19 65before me, Archie L. Mills, a Notary Public in and for said County and State, came Howerton C. Botts andEsther M. Botts

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 January 31 19 68Archie L. Mills Notary Public

This release
was written
on the original
mortgage
entered
on 19th day
of December
1965
James Beem
Reg. of Deeds

Recorded July 30, 1965 at 9:00 A.M. RELEASE James Beem Register of Deeds
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 15th day of December 1969.
ATTEST: Helen L. Spence
Securities Investment Company
Lawrence C. Mills, Partner