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MORTGAGE

(No. 52A)

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6588 BOOK 145

THIS INDENTURE

Made this 21st day of October,

A. D. 19 66, between Orville M. Burns and Georgia R. Burns, husband and wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Noble D. Messer and Margaret Messer, husband and wife,  
as joint tenants with the right of survivorship and not as tenants in common,  
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand Dollars (\$4,000.00) -----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 ies 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 Twenty-two (22) in Block Eleven (11)  
in Lane Place, an addition to 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 Four Thousand Dollars (\$4,000.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Orville M. Burns and Georgia R. Burns to the said part ies of the second part payable \$100.00 a month beginning on the 1st day of December, 1966 with interest thereon at the rate of six per cent (6%) per annum.

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 ies 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 part making such sale, on demand to said parties of the second part their heirs and assigns

In Witness Whereof, The said part ies 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

Orville M. Burns (SEAL)  
Georgia R. Burns (SEAL)  
Georgia R. Burns (SEAL)

STATE OF KANSAS,  
Douglas County ss:



BE IT REMEMBERED, That on this 21st day of October A. D. 19 66 before me, the undersigned a Notary Public in and for said County and State, came Orville M. Burns and Georgia R. Burns, husband and 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 March 5, 19 69

John M. McGrew Notary Public

This release was written on the original mortgage entered this 10th day of May 19 71  
Janice Beem  
Reg. of Deeds

Recorded October 20, 1966 at 11:06 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 7TH day of May 1971

Witness; John M. McGrew, Notary Public  
My commission expires March 5, 1973 (Notary Seal)

Noble D. Messer  
Margaret Messer  
Mortgagee. Owner.