

280

MORTGAGE

BOOK 153

16880

(No. 52A)

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This Indenture,

Made this 23rd day of April

A. D. 1969, between Bruce E. Hackett and Harriot E. Hackett, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and Robert P. Harrison and Pauline Gill Harrison, as joint tenants with the right of survivorship 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 Nine Thousand and 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 parties 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 Nineteen (19), in Block Two (2), in Holiday Hills, 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 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 except for a first mortgage to Capitol Federal Savings & Loan Assn. in the Orig. Amt. of

This grant is intended as a mortgage to secure the payment of Nine Thousand and no/100 - - - Dollars, according to the terms of a certain note this day executed and delivered by the said Bruce E. Hackett and Harriot E. Hackett, husband and wife to the said parties 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 parties 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 parties 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

Bruce E. Hackett (SEAL)
Harriot E. Hackett (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 23 day of April A. D. 1969

before me, the undersigned a Notary Public

in and for said County and State, came Bruce E. Hackett and Harriot E. Hackett, husband and wife

to me personally known to be the same person 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 April 17th 1970

Rawleigh C. Zilliox Notary Public



INs release
not written
on the original
mortgage
entered
this 19th day
of December
1969
Janice Beem
Reg. of Deeds

Recorded April 23, 1969 at 10:40 A.M.

RELEASE

Janice Beem 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 17th day of December 1969

Pauline Gill Harrison
Robert P. Harrison Mortgagee, Owner.