

For Partial Release See Book 159 Page 348

560

Reg. No. 5,244
Fee Paid \$8.50

This Indenture,

BOOK 158

Made this 7th day of April
A. D., 1970, between Eugene R. Scales and Sarah J. Scales, his wife and
Wallace P. Scales and Eloise I. Scales, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Robert P. Harrison and Pauline Gill Harrison, husband and
wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Thirty four Hundred 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: Lots Five (5) and Six (6), in Leeward Addition,
an Addition to the City of Lawrence.

This is a purchase money mortgage.

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

This grant is intended as a mortgage to secure the payment of Thirty four hundred - - - - -
Dollars, according to the terms of a certain note this day executed and delivered by the
said parties of the first part to the
said parties of the second part, their heirs and assigns

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
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Eugene R. Scales (SEAL)
Sarah J. Scales (SEAL)
Wallace P. Scales (SEAL)
Eloise I. Scales (SEAL)