

35633 BOOK 94

MORTGAGE-Standard Form

(No. 528)

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

This Indenture,

Made this 15th day of June A. D. 1948 between Lester D. Fisher and Lorene Fisher, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and Fred H. Reynolds

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) 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 2nd of the second part his 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 nine (9), Ten (10), and eleven (11) in block two (2) in Cranson's Subdivision of block fifteen (15) of Babcock's enlarged addition to the city of 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 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 \$1500.00 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 part 2nd 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 2nd of the second part his 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 2nd making such sale, on demand, to said heirs and assigns

In Witness Whereof, The said part 1st 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

Lester D. Fisher (SEAL)
Lorene Fisher (SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 14th day of June A. D. 1948 before me C. B. Hopton a Notary Public

in and for said County and State, came Lester D. Fisher and Lorene Fisher, his wife,

to me personally known to be the same person who executed the within 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 June 26 1951

C. B. Hopton Notary Public

Recorded June 16, 1948 at 2:00 P. M.

RELEASE

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 4th day of October A. D. 1950

Fred H. Reynolds

This release was written on the original mortgage entered the 24th day of September 1950

