

88840 BOOK 95

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,Made this 10th day of October
A. D., 1938, between William J. Damm and Ruth C. Damm husband and wife.of Lawrence in the County of Douglas and State of Kansas
of the first part, and Paul Spencer

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred (600.00) 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 party 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:

On Lot's Twenty-nine (29) to Thirty-six (36) both inclusive in Block Thirteen (13) in the City of Leecompton.

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 Six hundred (600.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party 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 party 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 party making such sale, on demand, to said parties of the first part

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of

William J. Damm (SEAL)
Ruth C. Damm (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas

Be It Remembered, That on this 10th day of October A. D. 1938

before me, Frank Fox, a Notary Public in and for said County and State, came William J. Damm and Ruth C. Damm, 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 July 7 1952

Frank Fox
Notary Public

This release was written on the original mortgage entered this 7th day of October 1938

Harold A. Beck
Reg. of Deeds

Recorded October 20, 1938 at 11:25 A. M.

RECEIVED

Harold A. Beck Register of Deeds

The note herein do cited, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 5th day of March, A. D. 1950
Paul C. Spencer