

440

Reg. No. 7382
 Fee Paid \$5.00

MORTGAGE-Standard Form

39918 BOOK 97

(No. 52A)

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

This Indenture, Made this 22nd day of December
 A. D., 1949, between Clifford L. Shaw and Theo M. Shaw, his wife

of Lawrence in the County of Douglas and State of Kansas
 of the first part, and Jesse Sutton

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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:

Lot No. Thirty-three (33) Lindley 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

This grant is intended as a mortgage to secure the payment of Two Thousand (\$2000.00) 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 surplus, 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

Clifford L. Shaw (SEAL)

Theo M. Shaw (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

Be It Remembered, That on this 13th day of January, A. D. 1950

before me, Frank Fox, a Notary Public

in and for said County and State, came Clifford L. Shaw and Theo

Shaw his 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 July 7, 1952

Frank Fox (SEAL)

Notary Public

Recorded January 27, 1950 at 1:05 P. M.

Harold A. Beck Register of Deeds

Deputy Clerk

REMARKS

The note herein described, having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand, this 4th day of December A. D. 1950

Jesse Sutton

This release was written on the original mortgage and returned to the office of the Register of Deeds on the 4th day of December 1950.