

40435 BOOK 98

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture, Made this 5-th day of AprilA. D. 19 50 between Thomas Ralph Patterson and Anna M. Patterson, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Agnes Kelly

of the second part.

Witnesseth; That the said parties of the first part, in consideration of the sum of

Three Hundred (\$300.00)----- DOLLARSto them only paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:The South four-fifths (4/5) of the East one-half (1/2) of the
South east one fourth (1/4) of block nine (9) less the north seventy-five
(75) feet thereof, in that part of the city of Lawrence known as
North LawrenceThis mortgage is subject to one first mortgage held by the Lawrence
Building and Loan - Book number 93 page number 351with all the appurtenances, and all the estate, title and interest of the said part 103 of the first part therein. And the said Thomas Ralph Patterson and Anna M. Patterson, his wife do herby covenant and agree that at the delivery hereof they are the lawful owners 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 Three hundred (\$300.00) 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 part y of the second partand 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 y 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 y making such sale, on demand, to said parties of the first part their heirs and assignsIn Witness Whereof, The said part 103 of the first part have hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Thomas R. Patterson (SEAL)
Anna M. Patterson (SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be It Remembered, That on this 5 day of April A. D. 19 50before me, the undersigned, a Notary Publicin and for said County and State, came Thomas Ralph Patterson and
Anna M. Patterson, his 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 Feb-14- 19 53M. E. Kelly Notary PublicHarold A. Beck Register of Deeds

Recorded April 12, 1950 at 9:10 A. 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 28th day of April, 1950

This release was written on the original mortgage and filed in the office of the Register of Deeds on the 28th day of April 1950

Harold A. Beck
Reg. of Deeds

Attest: M. E. Kelly

Agnes Kelly

Samuel H. Beck
Notary