

MORTGAGE - Standard Form

42301

REG. NO. 52 A

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

**This Indenture,** Made this 4th day of December  
A. D. 1950, between Ralph Stultz and Maurine H. Stultz, his wife

I, Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Harry A. Puckett  
of the second part,

**Witnesseth,** That the said party of the first part, in consideration of the sum of Thirteen Hundred (\$1300.00) 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:

Lots Nos. One (1) and Two (2) in Block No. Six (6) in Homewood Gardens, a Subdivision of Douglas County, Kansas, as Surveyed, platted and recorded.

with all the appurtenances, and all the estate, title and interest of the said party 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 encumbrances.

This grant is intended as a mortgage to secure the payment of Thirteen Hundred (\$1300.00) 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 void, where 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 money 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.

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

Ralph Stultz  
Maurine H. Stultz

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on the 4th day of December A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, name Ralph Stultz and

Maurine H. Stultz, 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 1950

Frank Fox Notary Public

Received December 1, 1950 at 4:45 P. M.

Kasey A. Beck Register of Deeds

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 20th day of June 1966.

Harry A. Puckett

