

42430 BOOK 99

MORTGAGE—Standard Form.

(No. 52-A)

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

This Indenture.Made this 22nd day of November
A. D. 1950, between Lloyd B. Heltzel and Elma Heltzel, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Lester D. Fisher

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three thousand Nine Hundred Twenty Five Dollars (\$3,925.00) 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 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:

Lot Number One Hundred Sixty-eight (168) on Massachusetts
Street, in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Thousand Nine Hundred Twenty Five Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties

to the said part y of the second part which note provides that the unpaid principal will draw interest at the rate of 4%. Payments at the rate of \$50.00 per month starting January 1, 1951 and each month thereafter until paid. First parties may pay \$50.00 or any multiple thereof at any paying date 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 y of the second part his heirs, 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 ies making such sale, on demand, to said first parties.

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Lloyd B. Heltzel (SEAL)
Elma Heltzel (SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this 22nd day of November A. D. 1950:

before me, Charles D. Stough, a Notary Public
in and for said County and State, came Lloyd B. Heltzel and Elma Heltzel,

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 Jan. 14, 1954

Charles D. Stough Notary Public.

Recorded December 30, 1950 at 10:10 A. M.

RELEASE

We, the undersigned, owners of the within mortgage, do hereby acknowledge full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 17th day of June 1953.

Fred B. Schaefer
Mrs. Jessie L. Bowman

Harold A. Beck Register of Deeds.

3 - See Assignment Book 102-530
See Assignment Book 100-742
See Assignment Book 99, page 322

This release
was written
on the original
mortgage
dated
Nov. 22, 1950
and is
not a
copy.

1, the
source
Dad
Attest