

BOOK 99

MORTGAGE

(No. 53 K)

H. J. Boyles, Publisher of Legal Blanks, Lawrence, Kans.

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and A. B. Clathart and M. E. Clathart, or the survivor.

part 193 of the second part.

Witnesseth, that the said part 195 of the first part, in consideration of the sum of
Ten Thousand & no/100 ----- (\$10,000.00) ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South one-half of Lot number twelve (12) and the North thirty-nine and one-quarter (39-1/4) feet of Lot number fourteen (14), all on Massachusetts Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said parties of the first part therein

And the said part 1/3 of the first part do CS hereby covenant and agree that at the delivery hereof they 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,

[illegible]

THIS GRANT is intended as a mortgage to secure the payment of the sum of Ten Thousand & no/100 (\$10,000.00) - DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the _____ day of December 19 50 and by its terms made payable to the part 108 of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 129 of the second part to pay any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 129 of the first part shall fail to pay the same as provided in this indenture.

[illegible]

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 185 of the first part ha VC, hereunto set their hands an

Seal of the day and year in above written

E. T. Gallagher (SEAL)

Paula W. Gallagher (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered That on this 27th day of December A. D. 1950

before me, a Notary Public in the aforesaid County and State
 came E. T. Gallagher and Della T. Gallagher (His wife)

to me personally known to be the same person, who executed the foregoing instrument 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 April 18th.

Recorded January 4, 1951 at 9:40 A. M.

RELEASE

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 24 day of 19

A.B. Glathart Mortgagee. Owner