

MORTGAGE

(NO. 524)

4283

BOOK 99

Boyle Legal Supply - CASH STATIONERY CO., Lawrence, Kansas

## This Indenture,

Made this 27-th day of January

A. D. 1951, between Sibyl McDonald

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Agnes M. Kelly

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of One Thousand Seven Hundred Fifty (\$1750.00)----- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does want, bargain, sell and Mortgage to the said part Y of the second part her 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 East Seventy-Two feet of Lot (43) and the East Seventy-two feet of the South Twenty feet of lot (41) on Connecticut street in the city of Lawrence, Douglas County, Kansas

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

And the said Grantor

do hereby covenant and agree that at the delivery hereof, that she is 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 One Thousand Seven Hundred Fifty Dollars, according to the terms of One certain note this day executed and delivered by the said Said party of the first part to the

said part Y of the second part

assignment of rent. In case of default of payments the rent shall be assigned on the monthly payments.

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 her 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 Y making such sale, on demand, to said party of the first part

Her heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and delivered in presence of

Sage Marshall (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,



Be It Remembered, That on this 27-th day of January A.D. 1951 the undersigned----- a Notary Public before me,-----

in and for said County and State, came Sibyl McDonald, a widow

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 first above written.

My Commission expires Feb- 14 1953.

M. E. Kelly Notary Public

This release was written in the original mortgage

this 9 day of April 1951

Harold Beck  
Register of Deeds  
Douglas County, Kansas

Recorded February 6, 1951 at 10:45 A. M.

RELEASE

Harold Beck Register of Deeds

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 9th day of April 1951

Agnes M. Kelly