

43718 BOOK 100

MORTGAGE - Standard Form

(No. 52 A)

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

This Indenture,

Made this 19th day of May

A. D. 1951, between Francis Dale Beers and Ruth J. Beers, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Charles A. Pieratt

of the second part.

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

Five Hundred Dollars (\$500.00)

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:

Beginning at a point on the West line of
Block Nine (9) in that part of the City of
Lawrence, formerly known as North Lawrence,
200 feet South from the Northwest corner
thereof, thence South 33 feet, thence East
300 feet, thence North 33 feet, thence West 300 feet to
the place of beginning.

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

And the said grantors 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 incumbrances.

This grant is intended as a mortgage to secure the payment of Five Hundred Dollars (\$500.00)

Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part and payable in monthly installments of \$25.00 each, with interest at five per cent per annum (5%), payable semi-annually,

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 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Francis Dale Beers (SEAL)

Ruth J. Beers (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 19th day of May A. D. 1951

before me, *Marjorie David*, a Notary Public

in and for said County and State, came Francis Dale Beers and Ruth J.

Beers, husband and 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 Dec 8 1952

Marjorie David Notary Public

Recorded May 21, 1951 at 9:15 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 4th day of August 1951.

Charles A. Pieratt

Wanda A. Beck

Register of Deeds

original

renewed

this 4th day

of August

1951

Harold A. Beck
Notary Public