

43860 BOOK 100

MORTGAGE

(NO. 52A)

Boyer Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this 18-th day of MayA. D. 19 51 between Grace Markwith, William G. Little and Dolores Little, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lana Winger

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight Hundred (\$800.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do es grant, 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 North 25- Feet of the North 50 Feet of
lot No. 5 in Block Number (9), in Babcock's Addition,
an addition to the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Grantorsdo hereby covenant and agree that at the delivery hereof that they are the law(ul owner)s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrancesThis grant is intended as a mortgage to secure the payment of Eight Hundred (\$800.00)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 part y of the second part Payments as follows: Thirty (\$30.00) per month
plus 64 int. First payment to be made June 18-th 1951. Party of the
first part has the right to pay (\$30.00) per month or multiple thereof,

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 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 overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said Parties of the first part
their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Grace Markwith (SEAL)
William G. Little (SEAL)
Dolores Little (SEAL)

STATE OF KANSAS,

Douglas County, ss.Be It Remembered, That on this 28 day of May A. D. 19 51before me the undersigned a Notary Publicin and for said County and State, came Grace Markwith, William G.Little and Dolores Little, his wife

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 last above written.

My Commission expires Feb- 14- 19 53

M. E. Kelly Notary Public
Wm. A. Beck Register of Deeds.

Recorded June 11, 1951 11:00 A. M.

Release

The note herein described having been paid in full, this mortgage is hereby
released, and is hereby created discharged, as witness my hand this
2nd day of December 1951
Lana Winger

This release
was written
on the original
mortgage
the 27
th day of
December
19 51
Wm. A. Beck
Notary Public
Boyer Legal
Blanks