

MORTGAGE

(NO. 52A)

44494

BOOK 100

Boyle Lard Blank - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this 12-th day of Sept.
A. D. 1951, between Lyle F. Hemming and Daisy Hemming, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lena Wenger, a widow

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Sixteen Hundred Twenty-three and 25/100 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 2 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:

Beginning at a point 30 feet North and 30 feet West of the Southeast corner of Southwest 1/4 section 18, Township 12, South Range 20; thence North 100 feet; thence west 50 feet; thence south 100 feet, thence east 50 feet to point of beginning, east of the 6-th P.M.

with all the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said parties 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 (\$1623.25) 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 2 of the second part. To be paid as follows: Thirty dollars per month. This includes \$1.00 with privilege of paying (\$30.00) per month or multiple thereon. First payment to be made October 6th 1951.

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 2 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 surplus, 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 have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lyle F. Hemming (SEAL)Daisy Hemming (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,



Be It Remembered, That on this 12-th day of Sept. A. D. 19 51

before me the undersigned a Notary Publicin and for said County and State, came Lyle F. Hemming andDaisy Hemming, husband and 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 53M. E. Kelly Notary Public

Recorded September 13, 1951 at 9:05 A. M. Release

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. At Witness my hand this 16th day of January, 1954

Attest:
Annette H. Midgott

Lena Wenger

This release was written on the original mortgage.

Witnessed the 16th day of January 1954

Harold U. Beck

Subscribed

Deed
Lecher

8th