

MORTGAGE

(NO. 52A)

44579 BOOK 100

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

# This Indenture,

Made this 25th day of Sept  
A. D. 1951, between Howard M. Estelle and Ruth Estelle  
his Wife

of Lawrence, in the County of Douglas and State of Kansas.  
of the first part, and Harry A. Puckett  
of Lawrence

of the second part.

Witnesseth, That the said part all of the first part, in consideration of the sum of  
Two Hundred twenty seven & 1/2 (\$227 1/2) 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 of 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:

Lot six thirty five (35) and thirty six (36) in  
Walnut Park a Sub-division in that part of  
Lawrence Kan. formerly known as North  
Lawrence Kan.

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

And the said parties of the first  
do hereby covenant and agree that at the delivery hereof they were 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 a certain note \$227 1/2  
Dollars, according to the terms of a certain note this day executed and delivered by the  
said parties of the first to the  
said part of of the second part his heirs or assigns

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 parties of the second part and 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 all making such sale, on demand, to said parties of the first  
heirs and assigns

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

Signed, Sealed and delivered in presence of

Howard M. Estelle  
Ruth Estelle

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 25 day of Sept  
before me, Marlene Underwood  
in and for said County and State, came Howard M. Estelle and  
Ruth Estelle  
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

6/30/ 1955

Marlene Underwood Notary Public

Recorded September 25, 1951 at 9:10 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 11th day of Oct. 1957

Harry A. Puckett

Register of Deeds