

MORTGAGE

(NO. 52A)

44735 BOOK 100

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

This Indenture,

Made this 9-th day of October
A. D. 1951, between Paris J. Spooner and Anna M. Spooner, his wife.

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Martin E. Kelly

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Hundred Nineteen and 67/100 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 y 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 Number Thirty Seven (37) in Addition Five (5), North Lawrence,
in the city of Lawrence, known as 611 Lyons Street.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 One Hundred Nineteen and 67/100 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. To be paid Twenty (\$20.00) per month or multiple thereof. Interest of 6% to be taken out of the payment and the balance applied on the principal. First payment to be made November 9-th 1951

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

In Witness Whereof, The said part ies 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

Paris J. Spooner (SEAL)

Anna M. Spooner (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 9-th day of October A. D. 19 51

before me, the undersigned, a Notary Public

in and for said County and State, came Paris J. Spooner and

Anna M. Spooner, 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 January 28, 1953

W B Dadds Notary Public

Recorded October 10, 1951 at 11:20 A. M.

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 10 day of November 1951.

Martin E. Kelly.

James A. Beck Register of Deeds

This release was written on the original mortgage

Recorded the 10th day of November 1951

Harold A. Beck
Notary Public
Marie Wilson
Deputy