

44846 BOOK 101

MORTGAGE-Standard Form

(No. 33 A)

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

# This Indenture,

Made this 19th day of October

in the year of our Lord nineteen hundred Fifty-one between  
Odell V. Wiley and Mary A. Wiley, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Ray E. Hatch and Ila Hatch, husband and wife

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Seven thousand 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 1st of the second part their 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 No. Twenty-five (25), in Block No. Two (2),  
in Babcock Place, 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 parties of the first part  
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 the sum of Seven thousand  
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 1st of the second part

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 1st of the second part their 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

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

Odell V. Wiley [SEAL]  
Mary A. Wiley [SEAL]

STATE OF KANSAS,

Douglas

County,

SS.

Do it Remembered, That on this 19th day of October A. D. 1951  
before me the undersigned a Notary Public  
in and for said County and State, came Odell V. Wiley and Mary A.  
Wiley, 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 April 2,

1952

O. C. Miller  
Notary Public.

Notary Public.



This release  
was written  
on the original  
mortgage  
instrument  
the 19th day  
of October  
1951  
W. H. Beck  
Reg. of Deeds

Recorded October 22, 1951 at 9:45 A. M.

W. H. Beck

Register of Deeds

Deputy

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 5th day of October, A.D. 1951.

Ray E. Hatch  
Ila Hatch