

44996 BOOK 101

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture,

Made this 8th day of November
A. D. 1951, between Alvin H. Schild and Joyce J. Schild, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Noble D. Messer and Margaret Messer, his wife, as joint tenants,
with right of survivorship and not as tenants in common,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Seven Thousand Dollars (\$7,000.00)

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 parties of the second part or the survivor of them as joint tenants, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot No. One Hundred Seventy Seven (177) and the

North Half of Lot No. One Hundred Seventy Nine (179) on

New Hampshire Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefensible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Seven Thousand Dollars (\$7,000.00)

Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part

to the

said parties of the second part and by its terms, payable in monthly installments

of \$60.00 each, beginning on December 1, 1951, with interest at the rate

of five per cent (5%) per annum, payable semi-annually

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

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County



Be It Remembered, That on this 8th day of November A. D. 1951

before me, the undersigned

a Notary Public

in and for said County and State, came Alvin H. Schild and Joyce J. Schild, his 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 24 1954

Edwin J. Simmons Notary Public

Recorded November 9, 1951 at 11:45 A. M.

Release
This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 2nd day of July 1952.
at St. C. J. Simmons

Noble D. Messer
Margaret Messer

This release was written on the original mortgage

dated this 22nd day of July 1952

Harold A. Beck
Barford Huber
Copy