

MORTGAGE

(No. 52A)

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

This Indenture,

45226 BOOK 101

Made this 17th day of December
A. D. 19 51, between Henry J. Spreitzer and Eleanor M. Spreitzer, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Grace B. Emmett

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

Four 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 party 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:

Lot No. Two hundred thirty-six (236) on Louisiana 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Four 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 party 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 party 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part

heirs and assigns

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

Signed, Sealed and delivered in presence of

Henry J. Spreitzer (SEAL)
Eleanor M. Spreitzer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County,



Be It Remembered, That on this 17th day of December A. D. 19 51 before me, the undersigned, a Notary Public

in and for said County and State, came Henry J. Spreitzer & Eleanor M. Spreitzer, 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 April 2, 19 52

C. A. Miller Notary Public

Recorded December 18, 1951 at 11:55 A. M.

Please.

Harold A. Beck

Register of Deeds

The note herein described having been paid in full the mortgage is hereby released and the lien thereon is discharged. And Witness my hand this 29th day of December 1951.

Grace B. Emmett

This document was written and recorded on the 29th day of December 1951.
Harold A. Beck
Register of Deeds