

MORTGAGE-Standard Form

(No. 52 A)

BOOK 101

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

This Indenture,

Made this First day of February
A. D., 1952, between Adam Kay and Blanche Kay, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Julius Marks

of the second part.

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

Five Thousand (\$5,000.00) and no/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 party 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:

The Northeast Quarter (NE 1/4) of Section Number Two (2), Township Number Thirteen (13), Range Number Eighteen (18), in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Five thousand (\$5,000.00) Dollars Dollars, according to the terms of one certain promissory Note this day executed and delivered by the said Adam Kay and Blanche Kay, his wife to the said party y of the second part of even date herewith.

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 his 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 party y 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

Adam Kay (SEAL)
Blanche Kay (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered That on this 3rd day of January A. D. 1952
before me, Clarence M. Merrill, a Notary Public
in and for said County and State, came Adam Kay and Blanche Kay
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.

Sept. 24 1955

Clarence M. Merrill Notary Public



This release was written on the original mortgage.

and this 16th day of October, 1958.

Julius Marks
1025 S. 10th St.
Lawrence, Kansas

Recorded January 30, 1952 at 2:20 P. M.

RELEASE.

Harold A. Beck Register of Deeds

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 14th day of October, 1958.
Attest: J. Underwood
Julius Marks