

45626 BOOK 101

MORTGAGE—Standard Form

(No. 101)

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

This Indenture,

Made this 18th day of Feb.

A. D. 1952, between Harry Mitchell and Helen E. Mitchell, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and George W. Lawrence

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of ~~Three Thousand Five Hundred and No/100~~ Three Thousand Five Hundred and No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

Beginning 40 rods East and 40 rods South of the Northwest corner of the Northwest Quarter (4) of the Southeast Quarter (2) Section One (1) Township Thirteen (13) South Range Nineteen (19) East of the Sixth Principal Meridian; thence South 40 rods; thence West 12 rods; thence North 40 rods; thence East 12 rods to beginning, containing 3 acres more or less, also,
Beginning at a point 20 rods East and 40 rods South of the Northwest corner of the Southeast Quarter (2) of said Section One (1) thence South 40 rods; East 8 rods; North 40 rods; West 8 rods to beginning, containing 2 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Harry Mitchell and Helen E. Mitchell do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Harry Mitchell and Helen E. Mitchell, his wife

to the said part y of the second part, Payable at the rate of \$40.00 per month, commencing on the 18th day of March, 1952, and on the same date each month thereafter until paid. Said note to bear interest at the rate of 5%, 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 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

heirs and assigns

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

Harry Mitchell (SEAL)
Helen Emma Mitchell (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 18th day of February A. D. 1952

before me, Marjorie E. Doctor, a Notary Public

in and for said County and State, came Harry Mitchell and Helen Emma Mitchell, his 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 July 27, 1955

Marjorie E. Doctor Notary Public.

Recorded February 19, 1952 at 9:50 A. M.

Release Wesley 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 22nd day of December 1952

George W. Lawrence

Wesley A. Beck
Register of Deeds