

MORTGAGE

40001 BOOK 101

Duplex Legal Blocks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 1st day of February
A. D. 1952 between Martin E. Kelly and Agnes M. Kelly, his wife, and
Orville H. Midyett and Dorothy H. Midyett, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Lena Winger, a widow

of the second part.

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

One Thousand Six Hundred-Fifty (1350.00) 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 part 2 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 One Hundred Eighteen (118), in Block thirty-seven (37),
in the city of Lawrence, Douglas County, Kansas, known as
West 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 Grantors

do hereby covenant and agree that at the delivery hereof that 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 One Thousand six hundred fifty (1350.00)

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, This mortgage to run for two years. To be paid
in Full February 1st 1954. Interest to be paid semi-annually. The next 6/

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 2 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 parties making such sale, on demand, to said to the parties of the first part.

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

Charles H. Midyett (SEAL)
Dorothy H. Midyett (SEAL)
Martin E. Kelly (SEAL)
Agnes M. Kelly (SEAL)

STATE OF KANSAS,

Douglas County.



Be It Remembered, That on this 1st day of February, A. D. 1952

before me the undersigned a Notary Public

in and for said County and State, came Martin E. Kelly and Agnes M. Kelly
his wife and Orville H. Midyett and Dorothy H. Midyett, 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

April 16 1955

Wayne Notary Public

Recorded February 26, 1952 at 9:50 A. M.

Wanda A. Beck Register of Deeds

Release
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 26th day of
May 1952
Lena Winger

This release
is written
in the original
instrument
and is
affixed
with 10 day
of 1952
by Wanda A. Beck
Register of Deeds
Deputy