

45922 BOOK 101

MORTGAGE-Standard Form

(No. 52 A)

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

**This Indenture,**

Made this 20th day of March

A. D. 1952, between L. L. Smith and Irene M. Smith, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Noble D. Messer and Margaret Messer, husband and 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 One Hundred and Seventy Five (\$7,175.00) ----- 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 their 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. Eleven (11) in Block  
No. Twenty Six (26) in Sinclair's  
Addition, an Addition to 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 \$ 7,175.00

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

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 surplus, 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

STATE OF KANSAS

Douglas County ss.



Be It Remembered, That on this 28th day of March A. D. 1952  
before me, the undersigned, a Notary Public

in and for said County and State, came L. L. Smith and Irene M. Smith,  
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 26, 1954

Edwin J. Simmons Notary Public

Recorded March 28, 1952 at 1:45 P. M.

This release  
was written  
on the original  
mortgage

entered  
this 17 day  
of Nov.  
1954

Harold A. Burt  
Reg. of Deeds  
Marie Wilson  
Deputy

Noble D. Messer  
Margaret Messer

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 16th day of November 1954.

Paul A. Beck Register of Deeds

By Barbara Subin, Deputy