

48908 BOOK 101

MORTGAGE

(NO. 52A)

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

**This Indenture,**Made this 2nd 3rd day of AprilA. D. 1952, between Dale H. Schweitzberger and Irene/Schweitzberger,  
Husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Floyd L. Sawyer and Rose Marie Sawyer, as joint tenants  
with right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum ofFive Hundred (\$500.00) ----- DOLLARS,to ----- duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,  
bargain, sell and Mortgage to the said part ies 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 137 on Indiana Street, in the city of Lawrence,with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said first partiesdo hereby covenant and agree that at the delivery hereof that they are the xx lawful owner of  
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances except for a certain mortgage dated April 3, 1952 and given to  
The Lawrence Building and Loan Association for \$3000.00This grant is intended as a mortgage to secure the payment of Five Hundred (\$500.00) -----  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Dale H. Schweitzberger and Irene Schweitzberger to the  
said part ies of the second part Floyd L. Sawyer and Rose Marie Sawyerand 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 ies 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 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 ha ve hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Dale H. Schweitzberger (SEAL)Irene J. Schweitzberger (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 3rd day of April A. D. 1952before me, L. E. Eby, a Notary Publicin and for said County and State, came Dale H. Schweitzberger andIrene Schweitzberger, husband and wifeto 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.My Commission expires April 21, 1954Harold A. Beck Registrar of Deeds  
By Barbara L. Beck Deputy

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 26 day of Sept. 1956.

Attest: Orville E. Adaire

Floyd L. Sawyer  
Rose Marie SawyerHarold A. Beck  
Notary Public  
State of Kansas