

MORTGAGE.

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 1st day of September

A. D. 1952, between Dan Rohrbach, a widower

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and Lester E. Hey

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Six Hundred Fifty and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

The north half (N $\frac{1}{2}$) of the North East Quarter (NE $\frac{1}{4}$) of Section 3, Township 15, Range 20 in the County of Douglas, State of Kansas, 80 acres less highway strip.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said First Party

does hereby covenant and agree that at the delivery hereof he, 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 except mortgage recorded in Book 102, page 288, Register of Deeds office Douglas County

This grant is intended as a mortgage to secure the payment of Six Hundred fifty and no/100 Dollars, according to the terms of one certain certain this day executed and delivered by the said first party to the said part Y of the second part

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 _____ of the first part ha_____ hereunto set hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Dan Rohrbach (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, } ss.

Be It Remembered, That on this 12th day of Sept, A. D. 1952

before me, the undersigned a Notary Public

in and for said County and State, came Dan Rohrbach

to me personally known to be the same person who executed the within 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.

March 8 1954

Ronald Q. Nutt Notary Public



RELEASE.

Ronald Q. Nutt