

Reg. No. 9429  
Fee Paid \$9.00

49189 BOOK 104

MORTGAGE

(NO. 52B)

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

# This Indenture,

Made this 22nd day of May  
A. D. 19 53, between Montie H. Randel And Lovia M. Randel

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Will Hey and Emma M. Hey

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of

Thirty Six Hundred & No/100- - - - - DOLLARS,

to them 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 theirs 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:

All of Subdivision Eighteen (18) in Section Five (5),

Township Fifteen (15), Range Twenty (20), Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Thirty Six Hundred & no/100- - - Dollars, according to the terms of one certain Note this day executed and delivered by the said Montie H. Randel and Lovia M. Randel to the

said part ies 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 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 ies 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

Montie H. Randel (SEAL)  
Lovia M. Randel (SEAL)

STATE OF KANSAS

Douglas County, }



Be It Remembered, That on this 22nd day of May A. D. 19 53

before me, Hale Steele, a Notary Public

in and for said County and State, came Montie H. Randel and Lovia M. Randel

to me personally known to be the same persons 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.

December 12 1955

Hale Steele Notary Public

Handwritten signature Notary Public

... this mortgage is hereby released, and the lien ... this day of May 1953 ...