

50445 BOOK 105

MORTGAGE—Standard Form.

(No. 52 A)

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

**This Indenture,** Made this 25th day of September  
A. D. 1953, between Gene Woodard and Myrtle Woodard, husband and wife,

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and R. Eri Wood

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand (\$3,000.00) 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 party 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:

Commencing at the Southeast corner of the East Half  
of the Northeast Quarter of Section Ten, Township  
Thirteen, Range Nineteen, Douglas County, Kansas;  
thence West 866 feet along the South line thereof; thence  
North 165 feet; thence East 866 feet to the East line of  
said quarter section; thence South to the place of  
beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gene Woodard and Myrtle Woodard do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exceptions.

This grant is intended as a mortgage to secure the payment of Three Thousand (\$3,000.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Gene Woodard and Myrtle Woodard to the said party of the second part said note becoming due and payable three years from the aforementioned date and bearing interest at the rate of five percent per annum and payable semi-annually

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 party 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 party of the second part making such sale, on demand, to said Gene Woodard and Myrtle Woodard, their

heirs and assigns.

Parties of first part acknowledge that this is a purchase money mortgage.

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  
Wilton F. Allen (SEAL)  
Gene Woodard (SEAL)  
Myrtle Woodard (SEAL)

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 29 day of September A. D. 1953 before me, Emmett K. Kroy a Notary Public

in and for said County and State, came Gene Woodard and Myrtle Woodard

to 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 July 31, 1956

Emmett K. Kroy Notary Public.

Recorded September 29, 1953 at 4:20 P. M.

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 5th day of June, 1957.

Attest: Wilton F. Allen

R. Eri Wood

Harold A. Beck Register of Deeds

8th  
June  
1957  
Harold A. Beck  
Register of Deeds