

31162 BOOK 105

MORTGAGE Standard Form

(No. 52A)

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

This Indenture,

Made this 7th day of January
A. D. 1954 between Lemuel J. Wiley and his wife, Grace V. Wiley

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Ruth H. Sawyer

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Thirty Five Hundred and no/100----- 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 2nd of the second part her 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: Beginning at a point 59.7 feet East and 208.7 feet South of the North West corner of the South 24 acres of the East 64 acres of the South East Quarter of Section Nineteen (19), Township (12) Range Twenty (20), which said point of beginning is at the South West corner of the tract of ground conveyed by Joe M. Fisher and wife to K.E. Butler by the deed recorded in Book 158, Page 628 of the records of Douglas County, Kansas, thence East 528 feet, thence South 82.5 feet, thence West 528 feet, thence North 82.5 feet to the point of beginning, containing one acre, more or less, 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 Thirty Five Hundred and no/100 Dollars, according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said part 2nd 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 2nd of the second part her 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 1st making such sale, on demand, to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part 1st of the first part ha. ~~VE~~ hereunto set their hand & seal the day and year first above written
Signed, Sealed and delivered in presence of

Lemuel J. Wiley (SEAL)
Grace V. Wiley (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

Be It Remembered, That on this 8th day of January A. D. 19 54

before me, the undersigned, a Notary Public in and for said County and State, came Lemuel J. Wiley and his wife Grace V. Wiley 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 Dec 31 19 56

Pearl Emick
Notary Public

This release was written on the original mortgage entered this 17th day of February 19 54
Hess & Beck
Reg. of Deeds

Recorded January 8, 1954 at 1:50 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 17th day of January A. D. 1955
(Corp Seal) By: Pearl Emick Secretary
Hess & Beck Register of Deeds