

51182 BOOK 105

MORTGAGE

(NO. 52B)

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

This Indenture,

Made this 29th day of December

A. D. 1953, between Everett L. Eberhart and Leona Eberhart,
husband and wife

of Baldwin, in the County of Douglas and State of Kansas

of the first part, and T. I. Mullins, Baldwin, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Fourteen Hundred and no/100 - - - - - DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, has 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:

(60 acres more or less.) The West one half of the
Northeast Quarter of Section Fourteen (14), Township
Fifteen (15) South of Range Nineteen (19) east, less the
West 20 acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Fourteen 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 V of the second part T. I. Mullins, Baldwin, Kansas

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 part V making such sale, on demand, to said parties of the first part

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal 9th day and year first above written.

Signed, Sealed and delivered in presence of

Everett L. Eberhart (SEAL)
Leona Eberhart (SEAL)

STATE OF KANSAS

Douglas County,) ss.

Be It Remembered, That on this 29th day of December A. D. 1953

before me, the undersigned a Notary Public

in and for said County and State, came Everett L. Eberhart and -

Leona Eberhart, husband and wife

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.

My Commission expires March 8, 1954

Donald O. Nutt Notary Public

Recorded January 11, 1954 at 2:40 P. M.

Wanda D. Beck Register of Deeds

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 11th day of August 1954.

T. I. Mullins

This release was written on the original mortgage

this 11th day of August 1954

Wanda D. Beck

Deputy