

MORTGAGE - Standard Form

51437

BOOK 105

(No 32 A)

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

This Indenture,

Made this 12th day of February

in the year of our Lord nineteen hundred fifty-four between
J. Carl Clifton and Marian G. Clifton, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Orlie K. Wolfenbarger and Alice K. Wolfenbarger

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Thousand (\$5,000.00) 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 parties of the second part their 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: That part of the Northeast Quarter of Section 13,
Township 13 South of Range 20, south of the Wakarusa River and West of the Little Wakarusa
Creek described as follows: Commencing at the SE corner of said quarter section; thence
North on section line to the center of the channel of Little Wakarusa Creek; thence down
the center of the channel of said Creek to where said Creek crosses the said section line;
thence North on said section line to the center of Little Wakarusa Creek; thence down said
Creek in the center of the channel thereof to the center of Wakarusa River; thence up the
center of said Wakarusa River with its meanderings to its intersection with the section
line between Sections 12 and 13; thence West on said line to the NW corner of said NE 1/4
section; thence South 160 rods; thence East 160 rods to the place of beginning, contain-
ing 136 acres, more or less, East of the Sixth P.M., in Douglas County, Kansas.

with all the appurtenances, 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 the sum of \$5,000.00
Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the
said parties of the first part to the
said parties 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
parties 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
parties making such sale, on demand, to said

heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

J. Carl Clifton (SEAL)

Marian G. Clifton (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County,

Be it Remembered, That on this 12th day of February A.D. 1954,

before me the undersigned a Notary Public
in and for said County and State, came J. Carl Clifton and Marian G.
Clifton, husband and wife,

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 April 19, 1955

Larue Hollingsworth
Notary Public.

Recorded February 12, 1954 at 4:15 P. M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien
therethy created, discharged. As witness my hand this 27th day of February A.D. 1963

Orlie K. Wolfenbarger
Alice K. Wolfenbarger

Register of Deeds