

MORTGAGE-Standard Form

52264

BOOK 106  
(No. 52 A)

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

# This Indenture, Made this 5th day of September

in the year of our Lord nineteen hundred fifty-three between

Mathias F. Bichelmeier and Bertille G. Bichelmeier, his wife,

of Eudora in the County of Douglas and State of Kansas  
of the first part, and John F. Bichelmeier and Mary Bichelmeier, his wife,

of the second part.

**Witneseth,** That the said parties of the first part, in consideration of the sum of Three Thousand Five Hundred ----- 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:

The West 15 acres of the South one-half of the Southeast one-fourth of Section 25, Township 13, Range 20, also

The East one-half of the Northeast one-fourth of Section 36, Township 13, Range 20, all 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 owners 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 Three Thousand Five Hundred ----- 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 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 there be any, shall be paid by the parties of the first part making such sale, on demand, to said parties of the first part, their heirs and assigns

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

Mathias F. Bichelmeier  
Bertille G. Bichelmeier (SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas

Be it Remembered, That on this 5th day of September A. D. 1953 before me, the undersigned

a Notary Public in and for said County and State, came Mathias F. Bichelmeier and Bertille G. Bichelmeier, his 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 Oct. 27, 1955

Alice Patee

Recorded May 19, 1954 at 3:40 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 10th day of August, 1954.  
Harold R. Beck Register of Deeds  
John F. Bichelmeier  
Mary Bichelmeier