

52817 BOOK 106

MORTGAGE

(NO. 52A)

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

# This Indenture,

Made this 14th day of July  
A. D. 1954, between Calvin Hoover and Betty Hoover, His Wife.

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and The First National Bank, Overbrook Kansas.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seventeen Hundred and Fifty 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 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 South Half of the SouthEast Quarter of Section (10), Township (14),  
Range (18), Containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said Calvin Hoover and Betty Hoover, his wife  
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 \$1750.00  
Dollars, according to the terms of a certain Note this day executed and delivered by the  
said Calvin Hoover and Betty Hoover, his wife to the  
said party 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 party 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 party making such sale, on demand, to said parties

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Calvin Hoover (SEAL)  
Betty Hoover (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Osage

County,

Be It Remembered, That on this 14th day of July A. D. 1954

before me, C. J. Cordts, a Notary Public

in and for said County and State, came

Calvin Hoover and Betty Hoover, 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 Feb 2nd 1957

Notary Public

Recorded July 16, 1954, at 2:35 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 day of Mar 23 1966.

FIRST NATIONAL BANK OVERBROOK, KANSAS  
John N. Cordts, Exec. Vice Pres.

(Corp. Seal)

1954  
March  
1954

March  
1954

James Beam  
Notary Public