

MORTGAGE—Standard Form

(No. 52 A)

BOOK 106

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**This Indenture,**Made this 10th day of AprilA. D. 1954, between Marvin E. Forth and Austa M. Forth, husband and wifeof Overbrook, in the County of Douglas and State of Kansas  
of the first part, and Amy Myers and Claude A. Myers

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum ofSeven thousand two hundred and no/100-----DOLLARSto 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 part ies 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 S. E.  $\frac{1}{4}$  of Sec. 9, Twp. 15 S., Rng. 18 E. in Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said parties of the first partdo 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 Seven thousand two 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 ies of the second partand 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 ies 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 part ies making such sale, on demand, to said parties of the first parttheir heirs and assignsIn Witness Whereof, The said part ies 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

Frances Q. JonesMarvin E. Forth (SEAL)Austa M. Forth (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Franklin CountyBe It Remembered, That on this 10th day of April A. D. 1954before me, Frances Q. Jones, a Notary Publicin and for said County and State, came Marvin E. Forth and Austa M. Forth, 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 May 281957Frances Q. Jones Notary Public

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 13th day of April 1959

ATTEST:

Amy Myers  
Claude A. Myers