

53247 BOOK 107

MORTGAGE

(No. 32A)

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This Indenture, Made this 30th day of August
A. D. 1954, between Charles H. Howe and Daisy E. Howe, husband and wife,

of _____, in the County of Douglas and State of Kansas
of the first part, and Charles L. Ramsey

of the second part.

Witnesseth: That the said parties of the first part, in consideration of the sum of Seven Thousand Dollars (\$7,000.00)
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 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:

The Southwest Quarter of the Southeast Quarter of Section Thirty-two (32), containing forty (40) acres, more or less, and the East Half of the Southeast Quarter of Section Thirty-two (32), less 1.12 acres for highway purposes, containing 78.88 acres, more or less, all in Township 14 South, Range 19 East of the 6th 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 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 Seven Thousand Dollars (\$7,000.00) 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 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 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 surplus, if any there be, shall be paid by the party 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles H. Howe (SEAL)
Daisy E. Howe (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County,



BE IT REMEMBERED, That on this 30th day of August A. D. 1954, before me, the undersigned, a Notary Public in and for said County and State, came Charles H. Howe and Daisy E. Howe, 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 Comm. Expires January 26 1954.

Margaret E. Harwood Notary Public.

Recorded August 30, 1954, at 4:5 P.M.

RELEASE.

The herein described property being sold in full, this mortgage is hereby released, and the lien thereby created is discharged. As Witness my hand this 1st day of July 1955

Charles L. Ramsey

Norval D. Beck Register of Deeds

July 1955
David L. Beck
By Francis M. Hoff