

53252 BOOK 107

MORTGAGE

(No. 52A)

Boyer Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 28th (28) day of August

A. D. 1954, between

Clyde V. Robinson and Inez E. Robinson, husband and wife

of _____, in the County of Franklin and State of Kansas

of the first part, and
Gilbert C. Robe

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Five Hundred & no/100 (\$ 3500.00) 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 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 South 1/2 of the South East 1/4 of section 9, Township 15, Range 19, less one acre in square form out of Southwest West corner for School containing 79 acres more or less, 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 Thirty five hundred and no/100 Dollars, according to the terms of certain Note this day executed and delivered by the said parties of the first part to the said parties of the second part Gilbert C. Robe

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 parties of the first part, their 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

Clyde V. Robinson (SEAL)

Inez E. Robinson (SEAL)

STATE OF KANSAS, } ss.
Franklin County,

BE IT REMEMBERED, That on this 28th day of August A. D. 1954

before me, the undersigned a Notary Public

in and for said County and State, came Clyde V. Robinson and

Inez E. Robinson, husband and wife

to me personally known to be the same person 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 2 1956

Wm. J. Wynn Notary Public

Recorded August 31, 1954 at 9:25 A.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 17th day of February, 1957.

Attest: L. C. Geiger

Gilbert C. Robe

Harold G. Beck Register of Deeds