

57466 Book 110

MORTGAGE

(No. 52A)

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

This Indenture, Made this 10th day of September

A. D. 1955, between Raymond Schutz and Darlene Schutz, husband and wife,

of _____, in the County of Douglas and State of Kansas
of the first part, and Will Hey or Emma M. Hey, husband and wife,

of the second part.

Witnesseth, That the said parties _____ of the first part, in consideration of the sum of Fifteen Hundred Dollars (\$1,500.00) - ~~DOXXXX~~
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 North Twenty-eight (28) acres of the West Fifty (50) acres of
the Southwest Quarter of Section Twenty-one (21), Township Fourteen (14),
Range Twenty (20), in Douglas County, Kansas; and, beginning at a point
Fifty (50) rods East of the Northwest corner of the Southwest Quarter of
Section Twenty-one (21), Township Fourteen (14), Range Twenty (20),
thence East Twenty-seven and One-half (27-1/2) rods, thence South Eighty-
seven (87) rods, thence West Twenty-seven and One-half (27-1/2) rods, thence
North Eighty-seven (87) rods to place of beginning, 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 Fifteen Hundred Dollars (\$1,500.00)
~~DOXXXX~~ 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 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, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond Schutz (SEAL)
Darlene Schutz (SEAL)
Raymond Schutz (SEAL)
Darlene Schutz (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of September A. D. 1955,

before me, Hale Steele

a Notary Public

in and for said County and State, came Raymond Schutz and
Darlene Schutz, 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 December 12 1955

Hale Steele Notary Public

