

58362 Book III.

MORTGAGE—Standard Form

(No. 52 A)

F. J. BOYERS, Publisher of Legal Blankets, Lawrence, Kansas

This Indenture, Made this 21st day of December
A.D. 19 55, between Dale M. Black and Louene V. Black, his wife, or the
survivor of 7576 Rainbow Drive, (Mailing Address) Kansas City 13, Missouri

of Meadowlake District, in the County of Johnson and State of Kansas
of the first part, and Claude B. Willey and Susan F. Willey, husband and wife,
as joint tenants with right of survivorship and not as tenants in common,
of Baldwin, Kansas of the second part.

Witnesseth, That the said part les of the first part, in consideration of the sum of
ONE THOUSAND and No/100 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 part les 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:

Lots 39, 40, 41, 42, 43 and 44 on College Street in Media (now
known as West Baldwin) now an addition to the City of Baldwin
City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Dale M. Black and Louene V. Black, 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 ONE THOUSAND and No/100 Dollars, according to the terms of one certain real estate note this day executed and delivered by the said Dale M. Black and Louene V. Black, his wife to the said part les of the second part with interest at 6% per annum payable semi-annually.

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 part les 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 les making such sale, on demand, to said first parties.

heirs and assigns

In Witness Whereof, The said part les 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

Mrs Myrtle Hembel

Dale M. Black

(SEAL)

Louene V. Black

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County

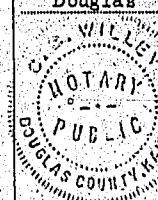
(SEAL)

Be It Remembered, That on this 21st day of December A.D. 19 55 before me C. B. Willey, a Notary Public in and for said County and State, came Dale M. Black and Louene V. Black, his 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.

C. B. Willey Notary Public

My Commission expires Feb. 5 19 57

Recorded December 27, 19 55 at 2:50 P.M. Release *Harold A. Beck* Register of Deeds

The note herein described having been paid in full, this mortgage is hereby
released, and the lien thereby created discharged. As witness our hands
Harold A. Beck Claude B. Willey
Eleanor M. Willey Susan F. Willey
the 21st day of January 1956