

58765 Book 111

MORTGAGE

LOAN No. DR 2823

This Indenture, Made this 9th day of February A.D. 19 56

between Philip Wizer and Margaret H. Wizer, his wife

in the State of Kansas, of the first part, and the Shawnee Federal Savings and Loan Association, a corporation, of Topeka, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of FIFTEEN THOUSAND * * * * * DOLLARS,

the receipt of which is hereby acknowledged, and any additional advances made by the mortgagee to the mortgagor, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Shawnee and State of Kansas, to-wit:

Lots One (1) and Two (2) and the South Half of the Southeast Quarter of Section 29, Township 11, Range 18, East of the 6th P. M., less Railroad Right of Way; ALSO, Lot Seven (7) of Section 28, and Lot Five (5) of Section 29, all in Township 11, Range 18, containing 17.88 acres, plus the present accretions thereto, more fully described as follows: Begin at a point on the West line of Section 28, Township 11, Range 18, 2453 feet North of the Southwest corner, thence North 56 degrees 43 minutes West 456 feet, North 5 degrees East 435 feet to point on river bank, South 74 degrees East 250 feet to point on River Bank, South 85 degrees East 150 feet to point on River Bank, South 71 degrees, East 300 feet to point on River Bank, South 75 degrees East 450 feet to point on River Bank, South 68 degrees East 275 feet to point on River Bank, South 60 degrees East 300 feet to point on River Bank, South 73 degrees East 350 feet to point on River Bank, North 85 degrees East 250 feet to point on River Bank, South 60 degrees East 200 feet to point on River Bank, South 00 degrees 115 feet to center of draw, South 85 degrees West 700 feet up center of Draw, North 86 degrees West 800 feet up center of draw, North 71 degrees West 570 feet to point of beginning, containing 23.50 acres more or less, and the West Fractional Half of the Southwest Fractional Quarter of Section 28, Township 11, Range 18, less 3.22 acres Right of Way of The Atchison, Topeka and Santa Fe Railway.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and/or to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of FIFTEEN THOUSAND * * * * * DOLLARS, with interest thereon, and such charges and additional advances, including money advanced for taxes, insurance and repairs as may become due to said party of the second part under the terms and conditions of the promissory note secured hereby, to be repaid under the terms and conditions of such promissory note.

NOW, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said promissory note, in accordance with the terms thereof, and any additional advances, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said promissory note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and the day and year first above written.

STATE OF Kansas
COUNTY OF Shawnee } ss.

Philip Wizer
(Philip Wizer)
Margaret H. Wizer
(Margaret H. Wizer)

BE IT REMEMBERED, that on this 9th day of February A.D. 19 56 before me the undersigned, a Notary Public in and for the County and State aforesaid came Philip Wizer and Margaret H. Wizer, his wife

who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

My Commission expires July 9, 1958

Opal Maust
(Opal Maust) Notary Public.

Recorded February 14, 1956 at 3:20 P.M.

THE DEBT secured by this Mortgage has been paid in full, and the same is hereby cancelled this 17th day of November A.D. 1958.

(Corp. Seal)

SHAWNEE FEDERAL SAVINGS AND LOAN ASSOCIATION.

By R. A. Collins President.