

59118 Book 112

MORTGAGE

(No. 52A)

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

This Indenture,

Made this 24 day of March

A. D. 1956, between G. Lawrence Colson, Jr., and Patricia J. Colson, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Kansas State Bank, Overbrook, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Thirty Five Hundred 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 2nd of the second part its successors all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

A 100 x 200 Foot Tract in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Twp. 13, Range 19, Douglas County, Kansas; together with all improvements thereon.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 none

This grant is intended as a mortgage to secure the payment of Thirty Five Hundred

Dollars, according to the terms of a certain note this day executed and delivered by the said G. Lawrence Colson and Patricia J. Colson to the said part 1st of the second part and payable in monthly payments.

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 2nd of the second part its successors, 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 2nd making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st 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

G. Lawrence Colson, Jr. (SEAL)
G. Lawrence Colson, Jr. (SEAL)

Patricia J. Colson (SEAL)
Patricia J. Colson (SEAL)

STATE OF KANSAS,

Osage County

ss:

BE IT REMEMBERED, That on this 24 day of March A. D. 19 56

before me, Emery E. Fager a Notary Public

in and for said County and State, came G. Lawrence Colson, Jr. and Patricia J. Colson, 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.

Notary Public

Emery E. Fager



Recorded March 27, 1956 at 9:30 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 13th day of Feb 1961

Kansas State Bank
Max J. Friesen, Cashier Mortgagee. Owner. (Corp. Seal)

Register of Deeds

Harold A. Beck
14th February 61

By Louis Beem