

MORTGAGE-Standard Form

59555

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 16th day of May

A. D. 1956, between Thomas I. Collins and Marcia H. Collins, Husband and wife,

of Baldwin in the County of Douglas 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 the second part.

Witnesseth, That the said part 1es of the first part, in consideration of the sum of

TWO 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 1es 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 one-half of Lots Numbered 113, 115, 117, 119, 121 and 123 on Newton Street, in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1es of the first part therein.

And the said first parties

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 TWO THOUSAND and No/100 ----- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Thomas I. Collins and Marcia H. Collins to the said part 1es 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, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 1es 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 1es making such sale, on demand, to said first parties heirs and assigns

In Witness Whereof, The said part 1es 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

Thomas I. Collins (SEAL)

Thomas I. Collins (SEAL)

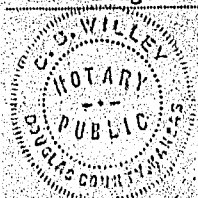
Marcia H. Collins (SEAL)

Marcia H. Collins (SEAL)

STATE OF KANSAS

Douglas County

ss.



Be It Remembered, That on this 16th day of May A. D. 1956

before me, C. B. Willey, a Notary Public

in and for said County and State, came Thomas I. Collins and Marcia H. Collins, 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 Feb. 5 1957

C. B. Willey Notary Public

Recorded May 16, 1956 at 2:40 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. In witness whereof, this 9th day of November, 1957.

C. B. Willey
Susan F. Willey

This release was written on the original of this mortgage. On 6th day of Nov. 1957. Harold A. Beck Register of Deeds