

MORTGAGE-Standard Form

59809

(No. 52 A)

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BOOK 112

This Indenture, Made this 11th day of JuneA. D. 1956, between Clifford H. Gaswint and Juanita I. Gaswint, husband and wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and Will Hey, Lester Hey and Bill Hey, Jr., dba Hey Machinery Company, Baldwin, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of THREE THOUSAND and No/100-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha Ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies 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 Three (3) and Four (4),
on Ames Street, In the City
of Baldwin City, Kansas

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

And the said Clifford H. Gaswint and Juanita I. Gaswint

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 indefensible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Three Thousand and No/100 - - - - Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Clifford H. Gaswint and Juanita I. Gaswint to the said part ies 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 part ies 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 ies making such sale, on demand, to said Clifford H. Gaswint and Juanita I. Gaswint their heirs and assigns.

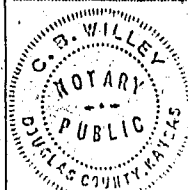
In Witness Whereof, The said parties ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Clifford H. Gaswint (SEAL)
Clifford H. Gaswint (SEAL)
Juanita I. Gaswint (SEAL)
Juanita I. Gaswint (SEAL)

STATE OF KANSAS

Douglas County



Be It Remembered, That on this 11th day of June A. D. 1956

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

in and for said County and State, came Clifford H. Gaswint and Juanita I. Gaswint, 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
C. B. Willey

Recorded June 1, 1956 at Baldwin, Mo.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 29th day of June 1968

Attest: Bill Hey Jr. dba Hey Machinery Company
Will Hey
Lester Hey

Harold A. Beck Register of Deeds