

MORTGAGE

59973
BOOK 112

(NO. 52B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 13th day of JuneA. D. 19 56, between Tom B. Hobson and Joyce Hobson, husband and wifeof Baldwin, in the County of Douglas and State of Kansasof the first part, and Will Hey, Sr. and Lester Hey d/b/a Hey Machinery Co.,Baldwin, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum ofThree Thousand and no/100 - - - - - DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, have 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:Lot Numbered Eighty-two on Chapel Street in the
City of Baldwin City, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Tom B. Hobson and Joyce Hobson, husband and wifedo ss 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Three Thousand and no/100 - - - - -Dollars, according to the terms of one certain note this day executed and delivered by thesaid Tom B. Hobson and Joyce Hobson, husband and wife to thesaid part ies of the second part Will Hey, Sr. and Lester Hey d/b/a
Hey Machinery Co.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 saidheirs and assignsIn Witness Whereof, The said part ies of the first part have ve hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

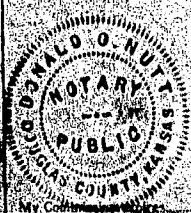
Tom B. Hobson (SEAL)Tom B. Hobson (SEAL)Joyce Hobson (SEAL)Joyce Hobson (SEAL)

STATE OF KANSAS

Douglas CountyBe It Remembered, That on this 13th day of June A. D. 19 56before me, the undersigned a Notary Publicin and for said County and State, came Tom B. Hobson and Joyce Hobson,
Husband and wife

to me personally known to be the same person, who executed the within 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.

3/8/ 19 56Donald O. Nutt Notary Public

Recorded June 13, 1956 at 1:10 P.M. RELEASE.

Harold H. Beck Register of DeedsFrances McGoos Deputy

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 12 day of June 1959

ATTEST: Donald O. Nutt

Hey Machinery Co.
Will Hey Sr. Lester Hey