

60294 Book 113

MORTGAGE—Standard Form (No. 52-A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28th day of July
A. D. 1956, between Harold O. Zook and Mary Ann Zook, husband and wife

of 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 of Baldwin, Kansas
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of FOUR 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:
Lot No. Fifty Six (56), less the South 60 feet thereof, Lot No. Fifty Seven (57), less the South 60 feet thereof and the East Half of Lot No. Fifty Eight (58), less the South 60 feet thereof, all on Ames Street, in the City of Baldwin City, Kansas.

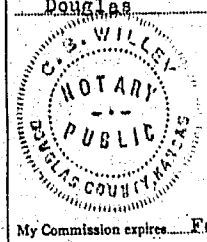
with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.
And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of FOUR THOUSAND and No/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Harold O. Zook and Mary Ann Zook 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 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 Harold O. Zook and Mary Ann Zook their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of
Harold O. Zook (SEAL)
Mary Ann Zook (SEAL)
Mary Ann Zook (SEAL)

STATE OF KANSAS
Douglas County



Be It Remembered, That on this 28th day of July A. D. 1956 before me, C. B. Willey, a Notary Public in and for said County and State, came Harold O. Zook and Mary Ann Zook, husband and wife to me personally known to be the same persons 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.
C. B. Willey Notary Public
My Commission expires Feb. 5, 1957

Recorded July 30, 1956 at 2:30 P.M.

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 25th day of June 1958.

Attest: Hale Steele, Cashier
Baldwin State Bank

Will Hey
Lester Hey
William Hey, Jr.

from release
not written
in the original
dated
30th day
June
1958
Harold O. Zook
Mary Ann Zook