

60877 BOOK 113

MORTGAGE

(NO. 52A)

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

This Indenture, Made this 27th day of SeptemberA. D. 1956, between Roy O'Sullivan, a single and unmarried man,of Richland, in the County of Douglas and State of Kansas
of the first part, and Charles Desque or Eleanor K. Desque

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Fourteen hundred and no/100 (\$1400.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

The East one-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)
of Section Fourteen (14), Township Fourteen (14) South,
Range Seventeen (17) East of the Sixth (6th) Principal
Meridian.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.And the said party of the first partdoes hereby covenant and agree that at the delivery hereof he is 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 Fourteen hundred and no/100 (\$1400.) Dollars, according to the terms of one certain note (this day executed and delivered by the said Roy O'Sullivan 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 Roy O'Sullivan

heirs and assigns

In Witness Whereof, The said part Y of the first part has herunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Roy O'Sullivan (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

DOUGLAS County, ss.

Be It Remembered, That on this 27th day of September A. D. 1956 before me, Mary Dell Conger

a Notary Public in and for said County and State, came Roy O'Sullivan, a single and unmarried man,

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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires January 19th 1959.

Mary Dell Conger Notary Public
Mary Dell Conger

RELEASE.

Karroll 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. As Witness my hand this 11th day of November 1961.

Charles Desque
By Eleanor K. Desque
Eleanor K. Desque

This release was written on the original mortgage entered this 17 day of November 1961.

Karroll A. Beck
By James Beem