

MORTGAGE

61250

BOOK 114 (No. 32A)

Boyle Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 16th day of November

A. D. 1956 between O. L. Miller and Velma B. Miller, his wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and C. O. Spangler

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Dollars (\$4,000.00) 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 party of the second part his 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:

Beginning at a point 798.75 feet East and 63.28 feet South of the North-west corner of the Northeast Quarter of Section Eight (8), Township Thirteen (13), Range Twenty (20), thence South 150 feet, thence East 110 feet, thence North 150 feet, more or less, to the South right of way line of State Highway No. 10, thence West parallel with said right of way line 110 feet to the point of beginning; in Douglas County, Kansas.

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

And the said parties of the first part

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 Dollars (\$4,000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party 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 party of the second part his 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 party making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties 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

O. L. Miller (SEAL)
O. L. Miller (SEAL)
Velma B. Miller (SEAL)
Velma B. Miller (SEAL)

STATE OF KANSAS,

Douglas

County, ss.

BE IT REMEMBERED, That on this 16 day of November A. D. 1956,

before me, the undersigned a Notary Public in and for said County and State, came O. L. Miller and Velma B. Miller, his 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.

My Commission expires Jan 24 1957 Margaret E. Hancock Notary Public



This release was written on the original mortgage.

Witnessed this 3rd day of March 1958

Harold A. Beck
Harold A. Beck
Reg. of Deeds
By Marie Wilson

Recorded November 16, 1956 at 1:45 P.M.

RELEASE.

Harold A. Beck, Register of Deeds
By Marie Wilson, 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 3rd day of March, 1958.

Witness: Chester G. Jones

C. O. Spangler