

61323 BOOK 114

MORTGAGE

(NO. 52B)

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

**This Indenture,**Made this 10th day of November  
A. D. 19 56, between Max Moore and Doris M. Moore, husband & wifeof Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Will Hey or Emma M. Hey and the survivor of them,  
as joint tenants, and not as tenants in common

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Four Thousand One Hundred & No/100- - - - - 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 part Y 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:

The South Fifty Seven (57) acres of the East One Hundred Five &  
Thirty Six Hundreths (105.36) acres of the Northeast Quarter  
of Section Thirty (30), Township Fourteen (14) South, Range Twenty  
(20) East of the Sixth P.M.

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

And the said Max Moore &amp; Doris M. Moore

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 one hundred - - - - -  
Dollars, according to the terms of one certain Note this day executed and delivered by the  
said ~~XXXXXX~~ Max Moore & Doris M. Moore to the  
said part Y 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 Y of the second part 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 making such sale, on demand, to said.

his heirs and assigns

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

Signed, Sealed and delivered in presence of

Max Moore (SEAL)  
Doris M. Moore (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas

County.

Be It Remembered, That on this 10 day of November A. D. 19 56

before me, Hale Steele

a Notary Public

in and for said County and State, came Max Moore &amp; Doris M. Moore

to me personally known to be the same person s 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.

My Commission expires December 12 19 59

Notary Public

Recorded November 26, 1956 at 10:30 A.M.

Harold A. Beck Register of Deeds

## 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 17th day of January 1966.

Will. Hey  
Emma M. Hey

This release  
has been  
made in  
presence of  
me, Notary  
Public,  
on this 17th  
day of Jan'y  
1966.  
Hale Steele  
Notary Public  
for Douglas  
County, Kansas