

BOOK 114

MORTGAGE

(No. 52A)

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

This Indenture,

This Indenture, Made this 6th day of October

A. D. 19 56, between

Marvin E. Forth and Austa M. Forth, husband and wife

of _____, in the County of Douglas and State of Kansas, parties
of the first part, and The Kansas State Bank, Ottawa, Kansas
party

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand and 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 party of the second part its successors all that tract or parcel of land situated in the County of Douglas Kansas, described as follows, to-wit: ----- and State of -----

The North Half of the Northeast Quarter of Section
16, Township 15, South, Range 18 East of the Sixth
P.M., 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~~s~~^s hereby covenant and agree that at the delivery hereof that 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 no exceptions

This grant is intended as a mortgage to secure the payment of Five Thousand and No/100 -----
Dollars, according to the terms of one certain note to this day executed and delivered by the
said parties of the first part
said part Y of the second part _____ to the

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, or his heirs, executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in such 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 parties of the first part.

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

x *Marion E. Firth* (SEAL)
Austa M. Firth (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS.

Franklin County

BE IT REMEMBERED, That on this 6th day of October A. D. 1956

before me, R.S. Hill

...a Notary Public

in and for said County and State, came Marvin E. Forth and Austa
M. Forth, husband and wife

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 14th day of May, 1906.

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 March 10th 1960

Notary Public

RELEASE