

63240

BOOK 115

MORTGAGE

(No. 52A)

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

**This Indenture,**Made this 20th day of July  
A. D. 1957, between Clifford Marconett and Bessie E. Marconett, husband and wifeof EMMA Overbrook, in the County of Osage and State of Kansasof the first part, and Clyde J. Cordts and John N. Cordts and the survivor of them, as joint tenants with the right of survivorship and not as tenants in common,

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five thousand dollars and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by their joint and several grant, bargain, sell and Mortgage to the said part 1st of the second part and the survivors of them, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$  of Section 13, Township 15, Range 17, less one acre, more or less, as described in Deed Book P at Page 181, in Douglas County, Kansas; and

The East 60 acres of the East  $\frac{1}{2}$  of the S. E.  $\frac{1}{4}$  of Section 14, Township 15, of Range 17, in Douglas County, Kansas.....

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Clifford Marconett and Bessie E. Marconett, husband and wife

do ss hereby covenant and agree that at the delivery hereof they are the lawful owners 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 \$5,000.00

Dollars, according to the terms of a certain note this day executed and delivered by the said Clifford Marconett and Bessie E. Marconett, husband and wife to the said part 1st of the second part Clyde J. Cordts and John N. Cordts, and the survivor of them,

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 1st 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 put 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 Clifford Marconett and Bessie E. Marconett, or the survivor, as joint tenants

In Witness Whereof, The said part 1st 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

Clifford Marconett (SEAL)  
(Clifford Marconett)

Bessie E. Marconett (SEAL)  
(Bessie E. Marconett)

STATE OF KANSAS,

County Osage ss:BE IT REMEMBERED, That on this 20th day of July A. D. 19 57

before me, C. J. Price a Notary Public in and for said County and State, came Clifford Marconett and Bessie E. Marconett, 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.

My Commission expires Dec. 13, 19 60

C. J. Price Notary Public

Recorded July 23, 1957 at 9:15 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 13th day of May 1971

Clyde J. Cordts  
John N. Cordts Mortgagee, Owner.

For Partial Release of Mortgage see Book 165 Page 206

This release was written on the original mortgage.

FILED  
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James B. ...  
Reg. of Deeds

