

MORTGAGE

63480

BOOK 116

This Indenture, Made this 31 day of July in the year of our Lord one thousand nine hundred and fifty-seven between Oscar L. Turner and Frances G. Turner, his wife of Franklin in the County of Douglas and State of Kansas of the first part, and Earl Schmanke party of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Nine Hundred Eighty-seven & 77/100 (\$ 987.77) 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 2d 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 East half of the Northeast quarter (NE 1/4) of Section 14, Township 15, Range 18 and the South half of the Northwest quarter (NW 1/4) of Section 13, Township 15, Range 18:

with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said part 1st of the first part do 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 encumbrances whatsoever.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than _____ Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred Eighty-seven & 77/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable in full according to the terms day of thereof. 197, to the order of said second party, with interest thereon according to the tenor thereof payable semi annually according to the terms of said mortgage note interest not attached and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Ottawa, Kansas

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, his executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of 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 2d making such sale, on demand, to the said first part 1st or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year last above written. Signed, Sealed and delivered in presence of:

Oscar L. Turner (Seal)
Frances G. Turner (Seal)
(Seal)

STATE OF KANSAS,

Franklin County, } ss.

Be it Remembered, That on this _____ day of July A. D., 1957, before me, a notary public in and for said County and State, came Oscar L. Turner and Frances G. Turner, his wife

_____ to me personally known to be the same person, who executed the foregoing instrument, 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.

Sue M. Coats Notary Public
Commission expires on the 22 day of July 1961.

Recorded August 13, 1957 at 9:40 A.M.

Harold G. Beck Register of Deeds

The Within Mortgage having been paid in full, it is hereby released on this the original instrument, this 12 day of November 1959

Earl Schmanke

This release was written on the original mortgage. Witnessed this 27th day of January 1960 by Harold G. Beck Reg. of Deeds. By James Beck Deputy.