

62563

BOOK 116

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 16th day of AugustA. D. 1957, between Richard E. Cowan and Jean Cowan, his wife and
Maynard Cowan and Mary Cowan, his wifeof Berkley, Illinois and County of Kansas City, Mo. and State of
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, husband and wife, as
joint tenants, with the right of survivorship and not as tenants in common
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixty Nine Hundred Fifty Seven and 50/100 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 parties of the second part their 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:

That part of the East Sixty Acres lying south of U.S. Highway 50, in the Southeast Quarter of Section Two (2), Township Fifteen (15), Range Twenty (20), containing Two Acres (2A) more or less

Including Gas Pumps, Tanks and Compressor

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 Sixty Nine Hundred Fifty-seven and 50/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties 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 parties 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 out of all the money 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 hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Richard E. Cowan (SEAL)
Jean Cowan (SEAL)
Maynard Cowan (SEAL)
Mary Cowan (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 16th day of August A. D. 19 57

before me, the undersigned a Notary Public

in and for said County and State, came Richard E. Cowan and Jean Cowan

his wife Maynard Cowan and Mary Cowan, his 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.

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 Oct 6 1960

C. B. Butell Notary Public

Recorded August 20, 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 22 day of May 1962.

Henry W. Miskimen
Lucy E. Miskimen Mortgagee. Owner.

This release was written on the original mortgage and entered this 26 day of May 19 62
Harold A. Beck
Reg. of Deeds

Harold A. Beck
Reg. of Deeds

Harold A. Beck Register of Deeds