

62749 BOOK 116

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 3 thd. day of September  
A. D. 1957, between Ralph R. Maichel and Georgia Maichel, his wife

of Overbrook, in the County of Douglas and State of Kansas  
of the first part, and Clyde J. Cordts and Mae H. Cordts and the survivor of them as  
joint tenants with the right of survivor ship 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  
Twenty One Hundred DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell  
grant, bargain, sell and Mortgage to the said part 1st of the second part as joint tenants  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

The West Half of Section (32), Township (14), Range (18), less the cemetery.  
AND  
The North West Fractional Quarter of Section (31), Township (14), Range (18).  
All in Douglas County Kansas, (Marion Township)

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

And the said first parties

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 except the mortgage of \$11,250.00, which is filed in Douglas  
county on the 12th day of March, 1949 in mortgage book 95 at page 306.

This grant is intended as a mortgage to secure the payment of \$2100  
Dollars, according to the terms of 3 certain Notes this day executed and delivered by the  
said first parties to the  
said part 1st 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 1st of the second part their executors, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 parties  
making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ralph R. Maichel (SEAL)  
Georgia Maichel (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Osage

County

BE IT REMEMBERED, That on this 3rd day of September A. D. 1957

before me, C. J. Price

a Notary Public

in and for said County and State, came

Ralph R. Maichel and Georgia Maichel, his 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 1960

By June Notary Public

Recorded September 5, 1957 at 10:00 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.

Clyde J. Cordts  
Mae H. Cordts Mortgagee. Owner.

This release  
was written  
on the original  
mortgage  
No. 8  
of November  
1962

Nardella Back  
Reg. of Deeds  
By Janice Beem

Nardella Back Register of Deeds.