

64718 BOOK 117

MORTGAGE

(NO. 52B)

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

# This Indenture,

Made this 2nd day of January A. D. 1958, between Erlin Larry Kalb and Rosalie Ruth Kalb, his wife

of Baldwin, in the County of Douglas and State of Kansas of the first part, and Henry W. Miskimen and Lucy E. Miskimen, his wife

of the second part.

**Witnesseth**, That the said parties of the first part, in consideration of the sum of Thirty Five Hundred 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 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:

Lot No. Seven (7) of Miller Re-Plat, Survey  
No. 1198 in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Erlin Larry Kalb and Rosalie Ruth Kalb, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized at a good and lawful estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Thirty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Erlin Larry Kalb and Rosalie Ruth Kalb, his wife to the said parties of the second part Henry W. Miskimen and Lucy E. Miskimen, his wife

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, then this conveyance shall become absolute, and the whole amount shall come 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 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 heirs and assigns.

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

Signed, Sealed and delivered in presence of:

Erlin Larry Kalb (SEAL)  
Erlin Larry Kalb (SEAL)  
Rosalie Ruth Kalb (SEAL)  
Rosalie Ruth Kalb (SEAL)

STATE OF KANSAS

Douglas County.



**Be It Remembered**, That on this 2nd day of January A. D. 1958

before me, the undersigned, a Notary Public in and for said County and State, came Erlin Larry Kalb and Rosalie Ruth Kalb, his wife

to me personally known to be the same persons who executed the within 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 of the day and year last above written.

March 3, 1958

Donald C. Nutt Notary Public  
Donald C. Nutt

*Handwritten notes:*  
7th January 63  
Harold A. Reed  
B. L. Lane, Secy.

Recorded January 3, 1958 at 11:10 A.M.  
**RELEASE**  
The note herein described having been paid in full, this mortgage is hereby released, discharged and annulled, and the same is hereby released, discharged and annulled. As witness my hand this 3rd day of January 1958.  
Attest: Hale Steele  
Donald C. Nutt