

67158 BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 23rd day of September
A. D. 1958, between Russell Hatcher and Elvira Grace Hatcher, his wife

of Leavenworth, in the County of Douglas and State of Kansas, parties
of the first part, and The Kansas State Bank, Ottawa, Kansas
party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand five hundred and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do se grant, bargain, sell and Mortgage to the said part y of the second part their successors 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 West 75 feet of the North three-fourths of Lot Twenty-Six and the West 75 feet of Lots Twenty-Seven and Twenty-Eight, in Block 39 in the City of Leavenworth, Kansas

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 no exceptions

This grant is intended as a mortgage to secure the payment of Two thousand five hundred and No/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 part y 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 of the second part their successors, 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 part y making such sale, on demand to said parties of second part their

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Russell Hatcher (SEAL)
Elvira Grace Hatcher (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Franklin County

BE IT REMEMBERED, That on this 23rd day of September A. D. 1958

before me, R.S. Hill a Notary Public

in and for said County and State, came Russell Hatcher and Elvira Grace Hatcher, 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 March 10th 1960

R.S. Hill Notary Public

Filed for record in Book 119, Page 144.

RELEASE

Franklin Hill Register of Deeds

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 5th day of August 1960.

The Kansas State Bank Ottawa Kansas
by Ed Hosler Cashier

Mortgagee. Owner.

Harold A. Rea
Notary Public

By Ed Hosler (Cash. Seal)