

67330

BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 27 day of SeptemberA. D. 1958, between Harold E. Roe and Gladys E. Roe, husband and wife

of Baldwin in the County of Douglas and State of Kansas
 of the first part, and Will Hey, Lester Hey and William Hey, Jr. d/b/a Hey Machinery Co.,
Baldwin, Kansas

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 party of the second part its ~~successors~~ ~~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 West 50 acres of the Northwest Quarter of Section 16,
 Township 14 South, Range 20 East of the sixth Principal Meridian,

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

And the said Harold E. Roe and Gladys E. Roe

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 Thirty five Hundred and no/100 — — — — — Dollars, according to the terms of one certain note this day executed and delivered by the said Harold E. Roe and Gladys E. Roe to the said part y of the second part Hey Machinery Co.,

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 y of the second part its ~~successors~~ ~~heirs~~ 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 making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand^s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Harold E. Roe (SEAL)Harold E. Roe (SEAL)Gladys E. Roe (SEAL)Gladys E. Roe (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 27 day of September A. D. 1958before me, the undersigned a Notary Publicin and for said County and State, came Harold E. Roe and Gladys E. Roe,
husband and 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.

March 8 1952Donald O. Nutt Notary Public
 Donald O. Nutt

My Commission expires

Recorded on March 8 1958 at 11:00 A.M.

I, Harold E. Roe, Register of Deeds, do hereby acknowledge the full payment of the mortgage of record, dated September 27 1958, and authorize the Register of Deeds to enter the discharge of this mortgage of record, dated March 8 1958. Will Hey, Lester Hey, William Hey, Jr. d/b/a Hey Machinery Co.

Will Hey
 Lester Hey
 William Hey, Jr.