

57669 BOOK 120

MORTGAGE-Standard Form

(No. 32 A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 5th day of November
A. D. 1958, between John H. Foster and Alfreda I. Foster, husband and wife,

of Lawrence, in the County of Douglas, and State of Kansas,
of the first part, and Frank E. Banks

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand 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, his 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 East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian,

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 the lawful owners 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 Six Thousand 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 party 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 party of the second part his heirs, 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 party making such sale, on demand, to said parties of the second part, their heirs and assigns.

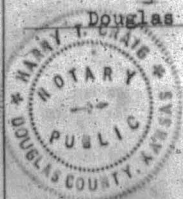
In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

John H. Foster (SEAL)
John H. Foster (SEAL)
Alfreda I. Foster (SEAL)
Alfreda I. Foster (SEAL)

STATE OF KANSAS,

Douglas County,



Be It Remembered, That on this 6th day of November A. D. 1958, before me the undersigned, a Notary Public

in and for said County and State, came John H. Foster and

Alfreda I. Foster, husband and 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 November 18, 1958.

Harry T. Craig Notary Public

Recorded November 6, 1958 at 2:50 P.M.

RELEASE.

Harold G. Beck Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 4th day of June 1963.

Frank E. Banks

This release was written on the original mortgage this 10th day of June 1963.
Harold G. Beck
Register of Deeds