

67694 BOOK 120

MORTGAGE

(No. 32A)

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This Indenture, Made this 8th day of November

A. D. 1958, between

Arthur Earl Allen and Mary Barbara Allen, his wife

of Palmyra Township in the County of Douglas and State of Kansas
of the first part, and

Lulu M. McKinney and Elmer E. McKinney

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
TWENTY TWO HUNDRED ELEVEN & 28/100 ----- 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 part 1st 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:

The East Half of a tract of land described as follows;
Beginning at a point 80.1 feet East of the Southwest corner
of the Southwest Quarter of Section Three (3), Township
Fifteen (15), Range Twenty one (21), thence East parallel
with the Right of Way of Highway No. 50, 208 feet, thence
North 208 feet, thence West 208 feet, thence South 208
feet to the place of beginning, containing one acre, more or
less.

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

And the said Arthur Earl Allen and Mary Barbara Allen

do hereby covenant and agree that at the delivery hereof they are 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 whatsoever

This grant is intended as a mortgage to secure the payment of Twenty Two Hundred eleven & 28/100 - -
Dollars, according to the terms of ONE certain note this day executed and delivered by the
said Arthur Earl Allen and Mary Barbara Allen 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, administrators,
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 part 1st
making such sale, on demand to said Arthur Earl Allen and Mary Barbara Allen

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Arthur Earl Allen (SEAL)
Mary Barbara Allen (SEAL)
Mary Barbara Allen (SEAL)
(SEAL)

STATE OF KANSAS,

FRANKLIN

County

BE IT REMEMBERED, That on this 8th day of November A. D. 1958

before me, H. E. De Tar a Notary Public

in and for said County and State, came Arthur Earl Allen and
Mary Barbara Allen, 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 February 12 1961

H. E. De Tar

Notary Public

Recorded November 10, 1958 at 10:10 A. M.

RELEASE

Harold A. Beck 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 12th day of December, 1959.

Lulu M. McKinney

Elmer E. McKinney Mortgagee. Owner.