

Reg. No. 14,592

Fee Paid \$46.75

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BOOK 120

MORTGAGE

(No. 52A)

Boyle Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 1st day of November

A. D. 19 58, between

R. J. Sherwood and Eula Sherwood, his wife

of Palmyra Township in the County of Douglas and State of Kansas

of the first part, and

Mabel Hey

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of EIGHTEEN THOUSAND SEVEN HUNDRED & NO/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part her 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 Northwest Quarter of Section Three (3),
Township Fifteen (15), -Range Twenty One (21),
Douglas County, Kansas

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

And the said R. J. Sherwood and Eula Sherwood

do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 EIGHTEEN THOUSAND SEVEN HUNDRED & NO/100 Dollars, according to the terms of one certain note this day executed and delivered by the said R. J. Sherwood and Eula Sherwood 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 y of the second part her 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 part making such sale, on demand to said R. J. Sherwood and Eula Sherwood, their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

R. J. Sherwood (SEAL)
Eula Sherwood (SEAL)
Eula Sherwood (SEAL)
(SEAL)

STATE OF KANSAS,
FRANKLIN County

BE IT REMEMBERED, That on this 1st day of November A. D. 19 58 before me, H. E. De Tar a Notary Public

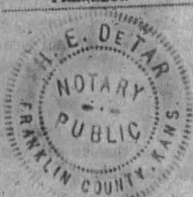
in and for said County and State, came R. J. Sherwood and Eula Sherwood, his wife

to me personally known to be the same person s 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 19 61

H. E. De Tar Notary Public



Recorded November 15, 1958 at 10:10 A.M.

RELEASE

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 14th day of November 1968.

H. E. De Tar, Executor of Estate of
Mabel Hey, deceased. Mortgagee. Owner.

Partial Release See Book 137 Page 596

This instrument was written on the original mortgage this 14th day of November 1958
H. E. De Tar
Notary Public

Harold A. Beck Register of Deeds