

68306 BOOK 120

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture, Made this 9th day of JanuaryA. D. 19 59, between Samuel H. Grammer and Ruth M. Grammer, his wife,

of Vinland in the County of Douglas and State of Kansas
 of the first part, and Claude B. Willey and Susan F. Willey, Husband and wife, as
joint tenants with right of survivorship and not as tenants in common,
 of Baldwin, Kansas, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
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 parties 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:

Lot No. Twenty-six (26) and the West 54 feet
of Lot No. Twenty-nine (29) in the Town of
Vinland, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
 And the said Samuel H. Grammer and Ruth M. Grammer, his wife,
 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 Five Hundred and No/100 -----
 Dollars, according to the terms of one certain promissory note this day executed and delivered by the
 said Samuel H. Grammer and Ruth M. Grammer to the
 said parties of the second part payable two years after date, with interest at the
rate of seven per cent per annum,

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, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the
 said parties 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 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 parties making such sale, on demand, to said Samuel H. Grammer and Ruth M. Grammer, his
wife, heirs and assigns.

In Witness Whereof, The said parties 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

Samuel H. Grammer (SEAL)
Ruth M. Grammer (SEAL)
Ruth M. Grammer (SEAL)

STATE OF KANSAS
Douglas

County ss.

Be It Remembered, That on this 9th day of January A. D. 19 59before me, C. B. Willey Notary Publicin and for said County and State, came Samuel H. Grammer and Ruth M.
Grammer, 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 Feb. 5 19 61

C. B. Willey
C. B. Willey Notary Public

Recorded on January 16, 1959 at 3:10 P.M.

RELEASE.

The note herein described having been paid in full, by signing new mortgage and note this mortgage
 is hereby released, and the lien thereby created discharged. As Witness my hand this 29th day of
 January 1961.

Claude B. Willey
Susan F. Willey

Register of Deeds