

Reg. No. 15,468
Fee Paid \$11.25

71212

BOOK 123

MORTGAGE

(Mo. 22A)

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

This Indenture, Made this 14th day of SeptemberA. D. 1959, between George Robert Butell, a single man, and George H. Butell and Ethel A. Butell, his wifeof _____, in the County of Douglas and State of Kansas
of the first part, and Charles Dyer

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Five Hundred (\$4,500.00) -----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 North Half of the Northwest Quarter of Section 13,
Township 15 South, Range 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 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 Four Thousand Five Hundred (\$4,500.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, payable \$250.00 annually, entire balance of \$2,250.00 due on the first day of September, 1969, with interest at five per cent (5%) per annum payable annually.

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 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 parties of the first part, their

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their

hands and seal s the day and year first above written.

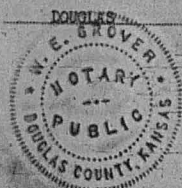
Signed, Sealed and delivered in presence of

George Robert Butell (SEAL)
George H. Butell (SEAL)
Ethel A. Butell (SEAL)

STATE OF KANSAS,

DOUGLAS

County

BE IT REMEMBERED, That on this 14th day of September A. D. 1959

before me, the undersigned a Notary Public

in and for said County and State, came George Robert Butell, a singleman and George H. Butell and Ethel A. Butell, 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 10-21-1961 W. E. Grover Notary Public

Recorded September 14, 1959 at 2:25 P. 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 21st day of February 1966.

Witness by Donald GellensCharles Dyer Mortgagee, Owner.

This instrument was written on the original mortgage entered this 5 day of March 1966

James B. Bann
Reg. of Deeds
By: [Signature]
Deputy