

MORTGAGE 71495 (No. 524) Book 123 Boyles Legal Blanks—FORRE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 7th day of October A. D. 1959, between Earlston A. Sieg and Violet Sieg, his wife

of Baldwin, in the County of Douglas and State of Kansas of the first part, and Henry W. Miskimen and Lucy E. Miskimen, husband and wife as joint tenants with right of Survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand Seven 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 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 South Half of Lot Five (5) and all of Lot Six (6) in Block Ninety-one (91) in Baldwin City, formerly Palmyra

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Earlston A. Sieg and Violet Sieg, 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 Twenty Seven Hundred and no/100 ----- Dollars, according to the terms of ONE certain note this day executed and delivered by the said Earlston A. Sieg and Violet Sieg, his wife to the said part 1st of the second part Henry W. Miskimen and Lucy E. Miskimen, his wife

as herein specified. But if default be made in such payments, and this conveyance shall be void if such payments be made 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 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 heirs and assigns.

In Witness Whereof, The said part 1st 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

Earlston A. Sieg (SEAL)
Earlston A. Sieg (SEAL)
Violet Sieg (SEAL)
Viola Sieg (SEAL)

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 7th day of October A. D. 1959

before me, the undersigned, a Notary Public

in and for said County and State, came Earlston A. Sieg and Viola Sieg, his wife

to me personally known to be the same person 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.

3/8/62 19

Donald O. Nutt, Notary Public



This release was written on the original mortgage entered this 24 day of September 1959
Harold A. Beck
Reg. of Deeds
Deputy

Recorded October 9, 1959 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 23 day of September 1964.

Lucy E. Miskimen, a Widow
Mortgagee. Owner.