

MORTGAGE 72178 BOOK 123 (No. 32A) Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 9th day of December

A. D. 1959, between Ralph Fugua and Belle Fugua, husband and wife,

of Overbrook, in the County of Douglas and State of Kansas

of the first part, and Clyde J. Cordts and Mae H. Cordts and the survivor of them as joint tenants with the right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, 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:

The south half (S¹) of the Southeast Quarter (SE¹) of Section 25, Township 14 South, Range 17 East of the Sixth Principal Meridian.

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

And the said Ralph Fugua and Belle Fugua, husband and 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 no exceptions

This grant is intended as a mortgage to secure the payment of \$3,000.00

Dollars, according to the terms of a certain note this day executed and delivered by the said Ralph Fugua and Belle Fugua, husband and wife, to the said part of the second part and the survivor of them,

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 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 surplus, if any there be, shall be paid by the part making such sale, on demand to said First parties, and the survivor of them as joint tenants.

In Witness Whereof, The said part 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

Ralph Fugua (SEAL)
Belle Fugua (SEAL)
Belle Fugua (SEAL)

STATE OF KANSAS,

Osage County

BE IT REMEMBERED, That on this 9th day of December A. D. 1959

before me, John N. Cordts, a Notary Public

in and for said County and State, came Ralph Fugua and Belle Fugua, husband and 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.

My Commission expires November 1, 1962

John N. Cordts, Notary Public



Recorded December 11, 1959 at 9:50 A.M.

We the undersigned, owners 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 April 1966.

Clyde J. Cordts
Mae H. Cordts

This release
was written
on the original
mortgage
entered
day
of
1966

James Beem
Reg. of Deeds