

MORTGAGE BOOK 124 72578

(No. 32A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture,

Made this 26th

day of

January

A. D. 19 60, between

Larry E. Heinen and Yvonne Kay Heinen, husband and wife

of R. # 5, Lawrence, Ks., in the County of Douglas and State of Kansas

of the first part, and Kansas State Bank, Overbrook, Ks.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
 Three thousand, 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 party 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 west 55 Feet of the East 155 feet of a tract in the Northeast Quarter of
 Section 1, Township 14, Range 18, Douglas County Kansas; described as follows:
 From the South East corner of the Northeast Quarter of said Section go North
 1' 25" East 1507 feet, thence North 88° 49' West 254.5 feet to the intersection
 of Roads 175 and 220, thence South 77° 11' West 316.5 feet for the point of
 beginning, thence South 0° 49' West 577 feet, thence South 76° 58' West 300.4 feet, thence
 North 1° 08' East 578.6 feet to a stone in the center of said Road 220, thence
 North 77° 11' East 295.8 feet along the center of the said Road 220 to the point
 of beginning

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

And the said Larry E. Heinen and Yvonne Kay Heinen

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 none

This grant is intended as a mortgage to secure the payment of Thirty five hundred dollars

Dollars, according to the terms of a certain note this day executed and delivered by the
 said parties of the first part to the
 said party of the second part and payable in monthly installments

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 their executors, administrators,
 and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
 scribed 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 party
 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

hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Larry E. Heinen (SEAL)

Yvonne Kay Heinen (SEAL)

(SEAL)

STATE OF KANSAS,

Osage County ss:

BE IT REMEMBERED, That on this 26th day of Jan. A. D. 19 60

before me, Max J. Friesen a Notary Public

in and for said County and State, came Larry E. Heinen
 and Yvonne Kay Heinen

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

4-12-

1962

Max J. Friesen

Notary Public



This mortgage
 was written
 on the original
 mortgage
 this 30th day
 of October
 1962

Harold A. Beck
 Register of Deeds
 By James B. Beck

Recorded January 26, 1960 at 11:50 A.M.

RELEASE

Harold A. Beck Register of Deeds

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 26th day of October 1962.

Kansas State Bank
 Overbrook, Kansas
 by Max J. Friesen, Cashier

(Corp. Seal)

Mortgagee. Owner.