

72989

BOOK 124

MORTGAGE

16-2-T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 20th day of March A. D. 19 60

between Leighton F. Schoonover and Dorothy M. Schoonover, his wife
 of Douglas County, in the State of Kansas, of the first part
 and The Topeka State Bank, a corporation
 of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
 Three Thousand ----- and no DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
 said part y of the second part, its heirs and assigns, all the following described Real Estate,
 situated in Douglas County, and State of Kansas to wit:

Beginning at the North 1/8 corner stone on the line between the Northeast Quarter of Section 14 and the Northwest Quarter of Section 13, Township 12, Range 17; thence North 89° 22' West 137.5 feet to a stone; thence North 30° 50' East 145 feet to a stone; thence South 85° 38' East 126.6 feet to a stone; thence North on Section line 322.6 feet to a cross in the center of slab (U.S. 40); thence South 74° 22' East (on center of slab) 20.7 feet; thence South 222 feet, thence East 144.82 feet; thence North 4° 52' East 177.3 feet to center of slab, thence South 74° 22' East 1095.4 feet along center of slab to cross; thence South 0° 08' West 1459.7 feet to a stone on the South line of the Northwest Quarter of Section 13, Township 12, Range 17, thence North 88° 59' West 577.5 feet to a stone on the South line of the said Northwest 1/4 Section 13, Township 12, Range 17; thence North 0° 08' feet East 1323.75 to a stake on the South line North 1/2 of the said Northwest 1/4 of Section 13, Township 12, Range 17, thence North 88° 52' West 660 feet to point of beginning, containing 24.97 acres.

Three-Fourths of an acre in the Northwest Corner of that part of the North half of the Northwest Quarter lying South of the Lawrence and Topeka paved road in Section 13, Township 12, of Range 17.

The East 22 1/2 acres of the East 40 acres of the West 60 acres of the South half of the Northwest Quarter of Section 13, Township 12, South, Range 17, also beginning at a point 61 rods West of the Southeast corner of the North half of the said Northwest Quarter Section 13; thence West 24 rods, thence North 6 1/2 rods to the South line of the public highway; thence angling East following the South line of said public highway to the point of beginning.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances ~~except~~ and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of the insurable value of the buildings DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Leighton F. Schoonover and Dorothy M. Schoonover, his wife have this day executed and delivered one certain promissory note in writing to said part y of the second part, of which the following is a description:

Dated at Topeka, Kansas, this 20th day of March, 1960, payable to and at The Topeka State Bank, Topeka, Kansas, in the sum of Three Thousand Dollars to be paid in installments of \$58.70, interest included, on the 20th day of each month beginning April 20, 1960, and all due and payable on or before the 20th day of March, 1965, with interest as specified in the original note.

/S/ Leighton F. Schoonover
 Dorothy M. Schoonover

\$3000.00

RECEIPT

Jan 26 1961

RECEIVED of Leighton F. Schoonover and Dorothy M. Schoonover his wife the within named mortgagors, the sum of Three Thousand and no DOLLARS, in full satisfaction of the within mortgage.

(Corp. Seal)

This release
 was written
 on the original
 mortgage.

Witnessed
 this 27th day
 of January
 1961.

Harold A. Beck
 Not. of Deeds
 By: Janis Beem

The Topeka State Bank
 Topeka, Kansas.
 Ben. H. Abels Exec V. P.