

MORTGAGE BOOK 124 73280

(No. 52A)

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**This Indenture,** Made this 29th day of April.

A. D. 1960, between Alfred E. Seele and Jo Ann Seele, husband and wife,

of \_\_\_\_\_, in the County of Douglas and State of Kansas,  
of the first part, and Harold C. Seele

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00)-----

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:

Beginning at a point 455 feet West of the Northeast corner of the West Half of the Northeast Quarter of Section Thirty (30), Township Thirteen (13), Range Twenty (20), thence South 179-1/2 feet, thence West 150 feet, thence North 179-1/2 feet, thence East 150 feet to the point of beginning, in Douglas County, Kansas.

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 owners 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 Three Thousand Five Hundred 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

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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Alfred E. Seele (SEAL)  
Alfred E. Seele

Jo Ann Seele (SEAL)  
Jo Ann Seele

(SEAL)

STATE OF KANSAS,

Douglas County

as:

BE IT REMEMBERED, That on this 29th day of April, A. D. 1960,

before me, the undersigned

a Notary Public in and for said County and State, came Alfred E. Seele and Jo Ann Seele, husband and wife,

to me personally known to be the same persons 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 Jan. 26 1963

Margaret E. Harwood Notary Public

Recorded April 29, 1960 at 3:20 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 30 day of April 1965.

Harold C. Seele Mortgagee.  
Owner.

Harold C. Seele Register of Deeds

By: James Beem, Deputy

This release was written on the original mortgage entered this 14 day of May 1965

James Beem  
Reg. of Deeds  
Chas. Newton  
Deputy