

74432 BOOK 125

MORTGAGE

(No. 32A)

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This Indenture, Made this 31st. day of AugustA. D. 1960, between Thaddeus D. Roach, a single person,of Topeka, in the County of Shawnee and State of Kansasof the first part, and Oscar N. Wheeler or Bessie L. Wheeler, or survivor,

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Six Thousand Five Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, haS sold and by these presents doES grant, bargain, sell and Mortgage to the said part ies 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:

Beginning at the Northwest corner of the South Half of the Southeast Quarter of Section 29, Township 12 South, Range 20 East of the Sixth Principal; thence South 143.5 feet; thence South 89 degrees 31 minutes East 227 Feet; thence North 0 degrees 11 minutes East 143.5 feet; thence North 89 degrees 31 minutes West 227.5 feet to the point of beginning, containing .747 acres, more or less,

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.And the said mortgagordoES hereby covenant and agree that at the delivery hereof that he is 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 \$6,500.00Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Thaddeus D. Roach

to the said parties of the second part, and that said first party shall have the right to pay any or all part of said promissory note at any time, including interest to date, and that said first party shall carry fire insurance protection on above described premises, at all times, of at least \$7500.

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 ies 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 Thaddeus D. Roach

heirs and assigns

In Witness Whereof, The said part Y of the first part haS hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Thaddeus D. Roach (SEAL)
Thaddeus D. Roach (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 31st day of August A. D. 1960before me, the undersigned

a Notary Public

in and for said County and State, came Thaddeus D. Roach, a
single person,

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 July 21 1962

Lois W. Allphin Notary Public
Lois W. Allphin

Recorded August 31, 1960 at 3:35 P.M.

RELEASE

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 27th day of October 1960.

Bessie L. Wheeler

Oscar N. Wheeler Mortgagee.
Owner's

This release
was written
on the original
mortgage
entered
this 24th day
of October
1960

Handwritten
By Lois W. Allphin
Notary