

75380 BOOK 126

MORTGAGE-Standard Form

(No. 52 B)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,**Made this 3rd day of December  
A. D. 19 60, between William Cowart and Mabel Cowart, husband and wifeof Baldwin in the County of: Douglas and State of Kansas  
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, Husband and wife,  
as Joint tenants with right of survivorship and not as tenants in common  
of the second part.

Witnesseth. That the said part ies of the first part, in consideration of the sum of  
Seven Thousand Two Hundred Fifty and no/100 -----DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do 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:

All of Lots 35, 36, 37 and 38 on Orange Street and Lot  
70 on Newton Street in the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said William Cowart and Mabel Cowart, husband and wife  
do hereby covenant and agree that at the delivery hereof they 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.

This grant is intended as a mortgage to secure the payment of Seven Thousand Two Hundred Fifty and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said William Cowart and Mabel Cowart, husband and wife to the  
said part ies of the second part ies Henry W. Miskimen and Lucy E. Miskimen, husband and wife

and this conveyance shall be void if such payments be made as herein  
specified. And 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 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 ies making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

William Cowart (SEAL)  
William Cowart (SEAL)  
Mabel Cowart (SEAL)  
Mabel Cowart (SEAL)

STATE OF KANSAS,  
Douglas CountyBe It Remembered, That on this 3 day of December A. D. 19 60before me, the undersigned, a Notary Publicin and for said County and state, came William Cowart and  
Mabel Cowart, husband and wifeto me personally known to be the same person who executed the within 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.3/8/ 19 62Donald O. Nutt Notary Public

My Commission Expires

Recorded December 5, 1960 at 9:30 A.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the  
lien thereby created discharged. As Witness my hand this 12th day of September 1961.

ATTEST: Hale Steele

Lucy E. Miskimen

This release  
was written  
on the original  
mortgage  
dated  
this 14  
day of September  
19 61  
Harold Beck  
Reg. of Deeds

Deputy

Harold Beck

Register of Deeds