

80388 BOOK 131

MORTGAGE

(No. 32A)

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This Indenture, Made this 3rd day of May
A. D. 19 62, between Ivin F. Newland and Dotty D. Newland
husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and David M. Cummings and Ava M. Cummings, husband and wife and
the survivor of them, as joint tenants, and not as tenants in common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seven Thousand One Hundred Sixty Five & 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 parties 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 South Half of the South Half of the Northeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$)
of Section Seventeen (17); and the South Half of the South Half of the
North West Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Sixteen (16), all in Township
Fifteen (15) South, Range Twenty (20) East of the Sixth Principal Meridian.

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 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 One Hundred Sixty five
Dollars, according to the terms of one certain Note this day executed and delivered by the
said parties of the first part to the said parties of the second part Parties of the first part to have privilege of
renewal.

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 parties of the second part their heirs, administrators,
executors, administrators, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part
making such sale, on demand to said Ivin F. Newland and Dotty F. Newland
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

Ivin F. Newland (SEAL)
Ivin F. Newland (SEAL)
Dotty D. Newland (SEAL)
Dotty D. Newland (SEAL)

STATE OF KANSAS,

Douglas Countyss: Hale SteeleBE IT REMEMBERED, That on this 3rd day of May A. D. 19 62before me, Hale Steele a Notary Publicin and for said County and State, came Ivin F. Newland and
Dotty D. Newlandto 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 December 12 19 63Hale Steele Notary Public

Recorded May 9, 1962 at 9:10 A.M.

RELEASE

Harold G. 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 30 day of April 1971.

DAVID M. CUMMINGS
AVA M. CUMMINGS

Mortgagee. Owner.

This release
was written
on the original
mortgage

entered
this 7th day
of May
19 62

James Ragan
Reg. of Deeds

My Commission expires
December 12 19 63