

MORTGAGE

S2235

BOOK 132

(No. 52A)

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THIS INDENTURE Made this 18th day of SeptemberA. D. 19 62, between William G. Hess and Lois M. Hess, his wifeof R.L. Lawrence, in the County of Douglas and State of Kansas
of the first part, and Adam Kay and Blanche Kay, his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand (\$3,000.00) and 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 Northeast Quarter of Section 2,
Township 13, Range 18, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said William G. Hess and Lois M. Hess, his wife

do hereby covenant and agree that at the delivery hereof that they are 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 except those of record

This grant is intended as a mortgage to secure the payment of

Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part one promissory note to Adam Kay and Blanche Kay in the amount of \$3000.00

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 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 parties 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

Betty Lou BrinkNotary PublicWilliam G. HessWilliam G. Hess

(SEAL)

Lois M. HessLois M. Hess

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 18th day of September A. D. 1962before me, Betty Lou Brink a Notary Publicin and for said County and State, came William G. Hess and Lois M. Hess, his wife

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 April 18 1964 Betty Lou Brink Notary Public

This release was written on the original mortgage and filed this 28th day of May 1965

Recorded October 15, 1962 at 11:50 A.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 11th day of May 1965.

Donald C. Kay
Mortgagee. Owner.

Harold Beck Register of Deeds
By Jamie Beem, Deputy

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