

MORTGAGE 83058 BOOK 133 (No. 32A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 26th day of December

A. D. 1962, between Erlin Larry Kalb and Rosalie Ruth Kalb, his wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and H. E. De Tar

Witnesseth, That the said parties of the first part, in consideration of the sum of FORTY FOUR HUNDRED SIXTY SIX & 87/100 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 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:

Lot No. Seven (7), of Miller Re-plat, Survey
No. 1198 in Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Erlin Larry Kalb and Rosalie Ruth Kalb 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 whatsoever

This grant is intended as a mortgage to secure the payment of Forty Four Hundred Sixty Six & 87/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Erlin Larry Kalb and Rosalie Ruth Kalb 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 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 party making such sale, on demand to said Erlin Larry Kalb and Rosalie Ruth Kalb 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
Erlin Larry Kalb (SEAL)
Rosalie Ruth Kalb (SEAL)

STATE OF KANSAS, FRANKLIN County



BE IT REMEMBERED, That on this 26th day of December A. D. 1962

before me, a Notary Public in and for said County and State, came Erlin Larry Kalb and Rosalie Ruth Kalb, his 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 May - 17 - 1963 J.H. Craner Notary Public

Recorded January 11, 1963 at 9:30 A. M.

RELEASE

Harold A. 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 27 day of January 1964

H. E. De Tar Mortgagee, Owner.

This release was written on the original mortgage entered this 26 day of January 1964

Harold A. Beck
By James Beem