

85959 BOOK 135

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,Made this 19th day of October
A. D. 19 63, between Raymond H. Culp and Avis H. Culp, husband and wife,of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Claude B. Willey and Susan F. Willey, husband and wife, as
joint tenants with right of survivorship and not as tenants in common,
of Baldwin, Kansas,of the second part.
Witnesseth, That the said parties of the first part, in consideration of the sum of
SEVEN HUNDRED 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:Lots Numbered 107, 109, 111, 113,
115, 117, 119 and 121 on Elm Street,
in the City of 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 Raymond H. Culp and Avis H. Culp
do hereby covenant and agree that at the delivery hereof 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Seven Hundred and No/100 -----
Dollars, according to the terms of one certain Promissory note this day executed and delivered by the
said Raymond H. Culp and Avis H. Culp, husband and wife, to the
said parties of the second part payable according to the terms of said note with
interest at the rate of seven (7) per cent per annum, from October 19, 1962,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 surplus, if any there be, shall be paid
by the parties making such sale, on demand, to said first parties,
their heirs and assigns**In Witness Whereof,** The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond H. Culp (SEAL)Avis H. Culp (SEAL)Avis H. Culp (SEAL)Avis H. Culp (SEAL)

STATE OF KANSAS

Douglas County ss.**Be It Remembered,** That on this 19th day of October A. D. 1963
before me, C. R. Whitley, a Notary Public
in and for said County and State, came Raymond H. Culp and Avis H.
Culp, husband and 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 March 25 1965C. R. Whitley Notary PublicHarold R. B. B.

This mortgage is hereby released, and the lien thereby created discharged, on the day of October 1963.

ATTN: A. C. Garrett

A. C. Garrett

This release
is written
on the original
mortgage entered
into 10/19/63
at 10:10
by C. R. Whitley
Notary Public