

MORTGAGE

(No. 52A)

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88426 BOOK 138

THIS INDENTURE

Made this 1st day of July

A. D. 1964, between William J. Boydston and Zella V. Boydston, his wife,

of Lawrence, in the County of Douglas, and State of Kansas
of the first part, and K. B. Logan and Jessie A. Logan, husband and wife, as
joint tenants with the right of survivorship and not as tenants in
common,

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eight Thousand Dollars (\$8,000.00) ----- 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 as tenants in common,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

Beginning at a point where the South right-of-way line of Public Highway
U. S. No. 40 intersects the West line of the East Half of the Northwest
Quarter of Section 14, Township 12, Range 17, the same being 538.1 feet
South of the Northwest corner of said East Half of said Northwest Quarter,
thence East along said South right-of-way line 400 feet, thence South 280
feet, thence West 400 feet to a point on the West line of said East Half
of the Northwest Quarter 280 feet South of the point of beginning, thence
North along said West line 280 feet to the point of beginning, containing
2.6 acres, more or less,

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 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

This grant is intended as a mortgage to secure the payment of Eight Thousand (\$8,000.00) -----
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said parties of the first part to the
said parties of the second part and by its terms payable at the rate of interest
of 6% per annum, said interest to be paid yearly in advance and said
principal to be paid in monthly installment of \$100.00 each beginning on
the 1st day of August, 1964,

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 over plus, if any there be, shall be paid by the parties of the second part making
such sale, on demand to said parties of the first part

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

William J. Boydston (SEAL)
Zella V. Boydston (SEAL)

STATE OF KANSAS,
DOUGLAS County

ss:

BE IT REMEMBERED, That on this 22 day of July A. D. 1964

before me, the undersigned a Notary Public
in and for said County and State, came William J. Boydston and
Zella V. Boydston, 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 December 31, 1969 Notary Public

Recorded July 2, 1964 at 4:30 P.M.

Harold A. Beck Register of Deeds

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 22nd day of March 1971

K. B. Logan
Jessie A. Logan
Mortgagee. Owner.