

Reg. No. 19,787
Exp. Date 3/7/75

MORTGAGE (No. 52A) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

88755 BOOK 138

THIS INDENTURE Made this 28th day of July A. D. 1964, between James E. Conger and Verna A. Conger, his wife,

of Overbrook, in the County of Douglas and State of Kansas of the first part, and The Kansas State Bank, Overbrook, Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 Dollars (\$1500.00) 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 party of the second part its successors, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Beginning at the Southeast corner of the Northeast Quarter (NE¹/₄) of Section 31, Township 14 South, Range 19 East; thence West on the Quarter Section line 211.0 feet; thence Northerly 233.5 feet to a point 204.0 feet West of the East line of said Northeast Quarter; thence Easterly 204.0 feet to the section line; thence South on the Section line 232.0 feet to the point of beginning. Containing 1.108 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 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 Fifteen Hundred and no/100 (\$1500.00) 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 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 its successors, heirs, assigns and assigns, at any time thereafter, to sell the premises here by granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain in 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 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 James E. Conger (SEAL) James E. Conger (SEAL) Verna A. Conger (SEAL) Verna A. Conger (SEAL)

STATE OF KANSAS, }
NOTARIAL DISTRICT OF }
Ossage County } ss:

BE IT REMEMBERED, That on this 28th day of July A. D. 1964 before me, the undersigned a Notary Public in and for said County and State, came James E. Conger and Verna A. Conger, 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 4-12-1966 Max J. Friesen Notary Public

Recorded July 30, 1964 at 3:40 P.M.

RELEASE

Hand 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 4th day of April 1968

KANSAS STATE BANK, OVERBROOK, KANSAS
Max J. Friesen, Cashier Owner. Mortgagee.

(Corp. Seal)