

MORTGAGE

(No. 52A)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

89064

BOOK 138

THIS INDENTURE Made this 24th day of August

A. D. 19 64, between James E. Conger and Verna A. Conger, husband and wife,

of Route 2, Overbrook in the County of Douglas and State of Kansas
of the first part, and Orville E. Conger

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand (\$1,000.00) 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 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:

Beginning at Southeast corner of Northeast one quarter (1/4) of Section Thirty-one (31), Township Fourteen (14), Range Nineteen (19), thence West on quarter section line 211.0 feet, thence northerly 233.5 feet to a point 204.0 feet West of East line of said Northeast one-quarter; thence easterly 204.0 feet to section line; thence South on section line 232.0 feet to 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 except a first mortgage to the Kansas State Bank, Overbrook, Kansas, in the sum of \$1,500.00, recorded in Book 138 at Page 185

This grant is intended as a mortgage to secure the payment of One Thousand (\$1,000.00) 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 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 parties of the second part, his 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 parties of the first part, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James E. Conger (SEAL)
Verna A. Conger (SEAL)

STATE OF KANSAS,
DOUGLAS

County

BE IT REMEMBERED, That on this 24th day of August A. D. 19 64 before me, the undersigned a Notary Public

in and for said County and State, came James E. Conger and Verna A. Conger, 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 Dec 23 1967 Carol Z. White Notary Public

Recorded August 27, 1964 at 11:15 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 26 day of DEC 1968,

Orville E. Conger Mortgagee, Owner.