

Reg. No. 7
Fee Paid \$6.25

MORTGAGE

16-2-T. W. I

15680

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this

41 BOOK 139

day of JAN 13 1965

A. D. 19

between James G. Boose and Marian B. Boose, his wife

of Douglas County, in the State of Kansas

, of the first part

and THE TOPEKA MORRIS PLAN CO., A Kansas Corporation

of Shawnee County, in the State of Kansas

, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of \$2,457.60

Twenty-four hundred fifty-seven and 60/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto

said party of the second part, its heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas to wit:

The Northwest Quarter of the Northeast Quarter of the Southwest Quarter: the East 20 acres of the Southwest Quarter less the North 20 acres thereof, and less the South 20 acres thereof, all in Section Thirty-one (31), Township Eleven (11) Range Eighteen (18)

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument 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 except and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Twenty-four Hundred fifty-seven and 60/100 DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

James G. Boose and Marian B. Boose, his wife

have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy: in the amount of (\$2,457.60)

Twenty-four Hundred fifty-seven and 60/100 Dollars and payable according to the terms of said note

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

James G. Boose
James G. Boose
Marian B. Boose
Marian B. Boose

This release was given on the original mortgage entered this 18th day of August 1965
James Boose
Reg. of Deeds

STATE OF KANSAS,

Shawnee

COUNTY, ss.

BE IT REMEMBERED, That on this 13th day of January A. D. 1965 before me,

the undersigned, a Notary Public

in and for the County and State

aforesaid, came James G. Boose and Marian B. Boose, his wife

who are personally known to me to be the same persons who executed the within instrument, of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Term expires 7-15-69 19

Richard J. Griffith
Richard J. Griffith
Notary Public

Recorded January 14, 1965 at 3:55 P. M.
\$2,457.60

RECEIPT

Yannie Boose Register of Deeds
AUGUST 12, 1969

RECEIVED of JAMES G. BOOSE AND MARIAN B. BOOSE, HIS WIFE the within named mortgagor, the sum of TWO THOUSAND FOUR HUNDRED FIFTY- and 60 DOLLARS, in full satisfaction of the within mortgage.

(Corp. Seal)

THE TOPEKA MORRIS PLAN CO.
HAROLD KOSOVER, VICE-PRESIDENT