

THE release  
was written  
on the original

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full  
payment of the debt secured thereby and authorize the Registrar of Deeds to enter the

62

Reg. No. 113  
Fee Paid \$33.75

636

BOOK 140

MORTGAGE

(MO. 23C)

This Indenture, Made this 12th day of March 1965, between  
Lloyd M. Talley and Fay Talley, Husband and Wife

of Douglas County, in the State of Kansas of the first part, and  
Douglas County State Bank, a Corporation  
of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of  
Thirteen Thousand Five Hundred and no/100----- DOLLARS  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto  
said part y of the second part, and its heirs and assigns, all the following REAL ESTATE situated in  
the County of Douglas and State of Kansas to-wit:

Beginning at a point 1149.6 feet West of the East line of the Southeast Quarter of  
the Southwest Quarter of Section 5, Township 13 South, Range 20 East, and  
263.3 feet North of the North Right of Way Line of Kansas State Highway No. 10;  
thence North, parallel to said East line, to the North line of the Southeast  
Quarter of the Southwest Quarter of said Section 5; thence West along said  
North line to the Northwest corner of the Southeast Quarter of the Southwest  
Quarter of said Section 5; thence South along the West line of the Southeast  
Quarter of the Southwest Quarter of said Section 5 to a point 263.3 feet North  
of the North Right of Way Line of said Highway No. 10; thence East 165.4 feet  
to point of beginning, containing 4 acres, more or less. Also granting to  
parties of the second part, their heirs, successors and assigns, the right to  
use, at all time hereafter, as a roadway without obstruction, the West 16  
feet of that tract of land lying between the above described tract and the  
North Right of Way Line of Kansas State Highway No. 10 in Douglas County,  
Kansas.

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-  
tenances thereunto belonging, or in anywise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said  
Lloyd M. Talley and Fay Talley have this day executed and delivered

One certain promissory note in writing to said part y of the second part, of which the following  
IS A MEMORANDUM:

Date: March 12, 1965  
Maturity: March 12, 1975, payable in equal  
installments of \$150.00 each, including  
principal and interest, beginning  
May 12, 1965.

Now, if said parties of the first part shall pay or cause to be paid to said part y of the second part & its  
heirs and 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, and 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; then the whole of said sum and sums and interest thereon, shall, and by these presents,  
become due and payable, and said part y 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 hand the day  
and year first above written.

Executed in the presence of

Lloyd M. Talley

Fay Talley

Witnesses

Douglas

County,

Be It Remembered, That on this 23rd day of March A. D. 1965  
before me, Harold Scheve, a Notary Public  
in and for said County and State, came Lloyd M. Talley and Fay Talley

to me personally known to be the same person who executed the within 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 June 28,

1967

Harold R. Scheve

Notary Public

Recorded March 23, 1965 at 11:45 A.M.

Janice Deem Register of Deeds