MORTGAGE (No 52A) 418 7539

 THIS INDENTURE
 Made this
 lst
 day of
 January,

 A. D. 19
 67, between and wife,
 Raymond H. Boettger and Wanda J. Boettger, husband
 Soettger, husband

of the first part, and Fay Hawk and State of Kansas of the second part. Witnesseth, That the said part ies of the first part, in consideration of the sum of Nine Thousand, Five Hundred Dollars (\$9,500.00) ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of <u>Douglas</u> and State of Kansas, described as follows, to-wit: The Southeast Quarter (SE4) of the Northwest Quarter (NW4) of Section Eight (8), Township Twelve (12) South, of Range (19), East of the Sixth Principal Meridian, less One Acre 16 Rods North and South by 10 Rods East and West in the Southeast corner thereof, and also a right-of-way for road across the following described tract: Beginning at the Southeast corner of the Northwest Quarter (NW4) of Section Eight (8), Township Twelve (12), Range Nineteen (19), thence West 10 rods, thence North 25 feet, thence East 10 rods, thence South 25 feet to point of begin with all the appurtenances, and all the estate, title and interest of the said part <u>les</u> of the first part therein. ning. And the said <u>parties</u> 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 (\$9,500.00) Dollars, according to the terms of <u>a certain promissory note</u> this day executed and delivered by the said Raymond H. Boettger and Wanda J. Boettger said part \underline{Y} of the second part payable \$75.00 a month beginning on the 1st day of February, 1967, with interest thereon at the rate of six per to the cent (6%) per annum. and this conveyance shall be void if such payments be made 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 part <u>Y</u> of the second part <u>her</u> executors, administrators 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 the amount then due for principal and interest, together with the costs and charges of making such sale, and the ove rplus, if any there be, shall be paid by the part <u>168</u> making such sale, on demand to said <u>Parties of the first part</u> their heirs and assigns In Witness Whereof, The said part ies of the first part have hereunto set their Raynond A. Boettger hand **B** and seal **B** the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) Wanda J Boettoer (SEAL) (SEAL) (SEAL) STATE OF KANSAS. SS: Douglas _ County 11111 BE IT REMEMBERED, That on this 225 day of January A. D. 19 67 before me, the undersigned, in and for said County and State, came Raymond H. Boettger and Wanda J. Boettger, 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. written IOTAR (V is i ---PUBLIC 194 IN WITNESS WHEREOF, I have h on the day and year last above COUNT d affixed my official seal My Co McMumotary Public nece B Recorded February 1, 1967 at 1:58 P.M. Janece Been Register of Deeds RELEASE 4 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 18 day of April 1969 Fay Hawk Mortgagee. Owner.