

31536 BOOK 90

MORTGAGE-Standard Form

(No. 52 A)

F. J. Baylies, Publisher of LEP'S Blanks, Lawrence, Kansas

This Indenture,Made this Nineteenth day of FebruaryA. D. 1947, between W. G. Robertson and Edith Robertson, his wife,
of the Township _____of Takaruna in the County of Douglas and State of Kansas
of the first part, andJennie Watt

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum ofThree Thousand

DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, her 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 124 3/4 chains West of the South East corner of Lot No. 3 in the North East quarter of Section No. 24, in Township No. 12, South, of Range No. 19, East of the 6th P.M., thence running North 80 rods, thence West to the West line of said quarter section, thence South 80 rods, thence East to the place of beginning, except 448/1000 acres heretofore conveyed by deed recorded in Deed Book 16, page 514, for graveyard purposes, and except right of way across the South side of said tract heretofore conveyed to William Gibson, and also except right of way of the Atchison, Topeka and Santa Fe Railway Company, said tract containing fifty acres, more or less, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Three Thousand Dollars, according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable three years after date with interest thereon according to the terms of said note. Privilege to pay \$100 or any multiple thereof on principal of said note at time any interest payment falls due. 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 her 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 part 1st of the first part has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

W. G. Robertson (SEAL)
Edith Robertson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.Be It Remembered, That on this 2nd day of FEBRUARY A. D. 1947before me Emmett Kloss, a Notary Publicin and for said County and State, came W. G. Robertson andEdith Robertson, his wife,

to me personally known to be the same person 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 July 31st 1948

Emmett Kloss Notary Public
1947

Recorded March 3, 1947 at 4:15 P.M. RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 23rd day of June 1961,

Jennie Watt

This release was written on the original mortgage on 23rd day of June 1961.

Harold A. Beck
Register of Deeds