

43039 BOOK 99

MORTGAGE—Standard Form. (No. 52 A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28 day of February

A. D. 1951, between John W. Musick and Evelyn F. Musick, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Edna L. Moherman

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand 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 part Y 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:

The Northwest Quarter of Section 23, Township 13, Range 19, and the North Acre of the Southwest Quarter of Section 23, Township 13, Range 19, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter, thence running East along the North line of said Quarter to the East line thereof, 160 rods; Thence South one rod; thence West parallel to the North line of said Quarter Section 160 rods to the West line thereof; thence North one rod to the place of beginning, all in Douglas County, Kansas, containing 161 acres, more or less.

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 Whatsoever

This grant is intended as a mortgage to secure the payment of Six Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said Parties of the first part to the said part Y 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 part Y 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 surplus, if any there be, shall be paid by the part Y 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 hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of

John W. Musick (SEAL)
Evelyn F. Musick (SEAL)

STATE OF KANSAS
FRANKLIN County,

Be It Remembered, That on this 28 day of February A. D. 1951 before me, W. H. Moherman a Notary Public in and for said County and State, came John W. Musick and Evelyn F. Musick, 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 20, 1954



This release was written on the original mortgage

22
this day of March 1951
Harold A. Beck
Notary Public
Barbara L. Beck

Recorded March 1, 1951 at 2:15 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 23 day of March 1951.

Attest: W. H. Moherman

Edna L. Moherman

Harold A. Beck Register of Deeds