

MORTGAGE—Standard Form

(No. 52 A)

43656 BOOK 100
F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 8th day of May
A. D. 1951, between Robert E. Walker and Opal Ernestine Walker, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Marjorie M. Fox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand Five Hundred (\$5,500.00.) 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 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:

The South Three Fourths (3 3/4) of the Southwest Quarter (SW 3/4) of Section Sixteen (16), Township Fifteen (15), Range Twenty (20).

with all the appurtenances, and all the estate, title and interest of the said parties 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 Five Thousand Five Hundred (\$5,500.) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Robert E. Walker (SEAL)
Opal Ernestine Walker (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS.

Douglas County.

Be It Remembered, That on this 8th day of May A. D. 1951

before me, the undersigned, a Notary Public

in and for said County and State, came Robert E. Walker and

Opal Ernestine Walker, his 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.

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 November 18, 1954

Larry J. Craig Notary Public

This release was written on the original mortgage.

this 14th day of May 1957

James A. Cox Sec. of Board

By Maria M. Fox

Recorded May 8, 1951 at 4:50 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 14th day of November, 1957.

Marjorie M. Boone, formerly,
Marjorie M. Fox

Barth A. Beck Register of Deeds