

44146 BOOK 100

MORTGAGE

(NO. 524)

Boyle Legal Books - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 16th day of July

A. D. 1951, between Earl M. Huston and Zetha M. Huston, his wife.

of Overbrook, in the County of Douglas and State of Kansas
of the first part, and The First National Bank, Overbrook Kansas.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Sixteen Hundred

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 their 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 Half of the Northeast Quarter of Section (18), Township (15), Range (18),
East of the 6th. P. M. and all in Douglas County Kansas, and containing 80 acres more
or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said Earl M. Huston and Zetha M. Huston, his wife

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 \$ 1600.00

Dollars, according to the terms of a certain Note this day executed and delivered by the
said Earl M. Huston and Zetha M. Huston, his wife. 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 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 their 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 1st. parties their heirs and assigns

In Witness Whereof, The said part ies 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

Earl M. Huston (SEAL)

Zetha M. Huston, (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Osage County,

Be It Remembered, That on this 16th day of July A. D. 1951

before me, C. J. Cordts a Notary Public

in and for said County and State, came

Earl M. Huston and Zetha M. Huston, 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.

C. J. Cordts Notary Public

My Commission expires Feb 2nd 1953

Recorded July 25, 1951 at 3:05 P. M.

Return

Wanda A. Beck

Register of Deeds

No note herein described having been paid in full, this mortgage is hereby
released, and the lien thereby created discharged. As witness my
hand this 21st day of January 1951. First National Bank Overbrook, Kansas.
Attest: C. J. Cordts (Notary Seal) John N. Cordts, Cashier