

MORTGAGE - Standard Form

(No. 52 B)

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44381 BOOK 100

This Indenture,Made this 28th day of August
A. D. 19 51, between Elmer G. De Teese and Edith De Teese his wifeof Pelmyra Township, in the County of Douglas and State of Kansas
of the first part, and Henry Hill or Catherine Hill, or the survivor of them

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of SIX THOUSAND & NO/100 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 1st 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 East half of the South half of the Northeast Quarter and
the North half of the Southeast Quarter all in Section
Seventeen (17), Township Fifteen (15), Range Twenty one (21),
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 whatsoever

This grant is intended as a mortgage to secure the payment of Six Thousand & No/100 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 part 1st of the second part said note to bear interest at the rate of five percent per annum

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 parties of the second part the 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 1st 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 hand and seal the day and year first above written

Signed, Sealed and delivered in presence of

Elmer G. De Teese (SEAL)
Edith De Teese (SEAL)

STATE OF KANSAS,

FRANKLIN

County

Be It Remembered, That on this 28th day of August A. D. 19 51before me H. E. De Teese a Notary Publicin and for said County and state, came Elmer G. De Teese andEdith De Teese, his wife

to my personally known to be the same person who executed the within 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 February 12th 19 53

Notary Public

Recorded August 29, 1951 at 11:10 A. 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 20th day of August 1951.

Henry J. Hill
Catherine Hill

This release
was written
and recorded
on August 29, 1951
at 11:10 A.M.
Franklin County, Kansas
H. E. De Teese
Notary Public