

MORTGAGE—Standard Form.

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Leavenworth, Kansas

This Indenture,

Made this 5th day of November

A. D. 1951, between John W. Brand and Audra C. Brand, husband and wife

of _____, in the County of Douglas and State of Kansas
of the first part, and Pearl E. Courter and May Courter as joint tenants with
right of survivorship and not as tenants in common
of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three 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 parties 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:

Beginning at a point 952 feet East of the Northwest corner of the
Northeast 1/4 section 34, Township 12, Range 19, and 700 feet South
for a point of beginning, thence South 32.75 feet, thence South
64 degrees 20' East 389.5 feet, thence North 201 feet, thence west
350 feet to point of beginning

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said first parties
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 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 part 1st 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 part 1st making such sale, on demand, to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st 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. Brand (SEAL)
Audra C. Brand (SEAL)

STATE OF KANSAS

Douglas County,

Be It Remembered, That on this 5th day of November A. D. 1951

before me, the undersigned, a Notary Public in and for said County and State, came John W. Brand and Audra C. Brand, husband and 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 Sept 24, 1955

Clarence M. Smith Notary Public.



This release was written on the original mortgage this 17th day of November 1951

Paul J. Jones
Reg. of Deeds
Deputy

Recorded November 5, 1951 at 10:15 A. M.

RELEASE

Ward A. Beck

Register of Deeds

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 17th day of November 1951.
Attest: Marjorie Daniel
Pearl E. Courter
May Courter