

49743 BOOK 104

MORTGAGE (No. 52 E) P. J. Davis, Publisher of Legal Books, Lawton, Okla.

This Indenture, Made this 20th day of July in the year of our Lord one thousand nine hundred and fifty three between Sidney Christy Simons and Helen Marjorie Simons, husband and wife

of Eudora in the County of Douglas and State of Kansas part 122 of the first part, and New Valley State Bank, Eudora, Kansas. part 122 of the second part.

Witnesseth, that the said part 122 of the first part in consideration of the sum of Thirty five hundred and no/100 DOLLARS

GRANT, BARGAIN, SELL and MORTGAGE to the said part 122 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot No. Ten (10), and the South Half of Lot Nine (9), in Block Two Hundred Seventeen (217), in the City of Eudora, Douglas County, Kansas. 1953 Chevrolet, 2 door motor no. LAA 315482

with the appurtenances and all the estate, title and interest of the said part 122 of the first part therein. And the said part 122 of the first part do hereby covenant and agree that at the delivery hereof they have the lawful owner of the premises above granted, and record of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And the said part 122 of the first part shall or all items during the life of the indenture, pay all taxes or assessments that may be levied on the premises and all other taxes when the same become due and payable, and that they keep the buildings upon said real estate in good repair and shall cause the same to be insured against fire and lightning, and the cost of such insurance shall be paid by the said part 122 of the first part, and the cost of such insurance shall be paid by the said part 122 of the second part, the cost of such insurance shall be paid by the said part 122 of the first part, and the cost of such insurance shall be paid by the said part 122 of the second part.

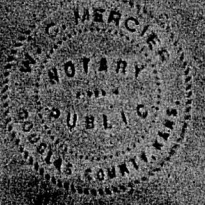
THE GRANT is intended as a mortgage to secure the payment of the sum of Thirty five hundred and no/100 DOLLARS, to-wit: the sum of \$35.00, secured with obligation for the payment of said sum of money, matured on the 20th day of July, 1953, and by said part 122 of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 122 of the second part for the said part 122 of the first part or to discharge any sum or sums of money provided, in the event that said part 122 of the first part shall fail to pay the same as provided by the obligation.

And the said part 122 of the first part do hereby covenant and agree that they will warrant and defend the same against all parties making lawful claim therein, and that they will pay all taxes or assessments that may be levied on the premises and all other taxes when the same become due and payable, and that they will keep the buildings upon said real estate in good repair and shall cause the same to be insured against fire and lightning, and the cost of such insurance shall be paid by the said part 122 of the first part, and the cost of such insurance shall be paid by the said part 122 of the second part.

In Witness Whereof, the part 122 of the first part do hereby covenant and agree that they have the lawful owner of the premises above granted, and record of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Sidney Christy Simons (SEAL)  
Helen Marjorie Simons (SEAL)

STATE OF KANSAS }  
COUNTY OF DOUGLAS } SS.



Be It Remembered, That on this 20th day of July A. D. 1953 before me, a Notary Public in the Missouri County and State, came Sidney Christy Simons and Helen Marjorie Simons

to me personally known to be the same persons, who executed the foregoing instrument 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.

H.C. Mauer Notary Public

Recorded July 20, 1953 at 4:15 P. M. August 18th 1955

Harold A. Beck  
Register of Deeds  
By James Beam

I, the undersigned, appear in the within written instrument, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20th day of September 1953. New Valley State Bank, Eudora, Mo. Henriette A. Fuller W. O. (Corp. Seal)