

51589 BOOK 105

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 2nd day of MarchA. D. 1954, between Roger E. Stanley and Katherine A. Stanley, husband and wife,of Eudora, in the County of Douglas and State of Kansas  
of the first part, and DeSoto State Bank, DeSoto, Kansas.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 part Y of the second part its 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 West One-half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Three (3), Township Fourteen (14) South, Range Twenty-one (21) East of the 6th P.M.

AND ALSO:

The North One-half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Three (3), Township Fourteen (14) South, Range Twenty-one (21) East of the 6th P.M.

AND ALSO:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section Three (3), Township Fourteen (14) South, Range Twenty-one (21) East of the 6th P.M.with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said First Parties

do hereby covenant and agree that at the delivery hereof that 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 Eight Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said First Parties to the said part y of the second partand 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 y of the second part its 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 making such sale, on demand to said First Parties.

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

Roger E. Stanley (SEAL)  
Katherine A. Stanley (SEAL)

STATE OF KANSAS,

Johnson

County, ss.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1954

before me, the undersigned, a Notary Public

in and for said County and State, came Roger E. Stanley and Katherine A. Stanley, husband and 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

19

Notary Public

My Commission Expires November 14, 1957

This release was written on the original mortgage entered this 10 day of July 1954  
H. M. Beck  
Reg. of Deeds

Recorded March 3, 1954 at 4:05 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 7th day of July 1964

(Corp. Seal)

De Soto State Bank, De Soto, Kansas  
by Jess W. Johnson Jr., Vice Pres. & Cashier

Register of Deeds