

MORTGAGE

(No. 52A)

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

This Indenture,Made this 24th day of September,
A. D. 19 27, between Joseph T. Lenahan, and Flavia V. Lenahan, his wife,of Budora, 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 part 1st of the first part, in consideration of the sum of Five 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 2d of the second part 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:

Lots Nos. Nine (9) and Ten (10), in Block Two Hundred Forty (240) in the City of Budora, 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 part 1st 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 indefensible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Five Thousand Dollars, according to the terms of certain note this day executed and delivered by the said part 1st to the said part 2d of the second part

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 2d of the second part 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 part 2d

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

Joseph T. Lenahan (SEAL)
Flavia V. Lenahan (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
JOHNSON
XXXXX

County, ss.

BE IT REMEMBERED, That on this 24th day of September, A. D. 19 27
before me, John W. Johnson, a Notary Public
in and for said County and State, came Joseph T. Lenahan and Flavia V. Lenahan, 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

My Commission expires

November 14, 19 27

Notary Public

Recorded September 14, 1927 at 2:11 p.m.

The note herein described having been paid in full, this mortgage is hereby created and discharged. As Witness my hand and seal this 14th day of September, 1927.

Attest: John W. Johnson, Jr.
DeSoto, Kansas

DeSoto, Kansas
Arthur J. Bartlett, its Secy. & Treas.

(C. 11-11-11)

Notary Public
John W. Johnson, Jr.
DeSoto, Kansas