

MORTGAGE

58325

Book 111
(No. 52A)

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

This Indenture, Made this 13th day of DecemberA. D. 1955, between Clifford Rye and Melvina Rye, husband and wife,of DeSoto in the County of Johnson and State of Kansasof 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
Ten Thousand ----- DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, ha. Ye sold and by these presents do
grant, bargain, sell and Mortgage to the said part Y of the second part it's 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:a tract of land beginning at a point 163.4 feet East of the Northwest corner of the
Northwest Quarter of Section 8, Township 13 South, Range 20 East of the 6th P.M.,
thence South 200 feet, thence East 150 feet, thence North 200 feet, thence West 150
feet to the place of beginning, in Douglas County, Kansas, including all buildings
thereon and maple skating rink floor, to secure the payment of said sum according to
one certain promissory note.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 partiesdo 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Ten 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 partas 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 it's executors, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 part 1st of the first part ha. Ye hereunto set their
hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Clifford Rye (SEAL)
Melvina Rye (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Johnson

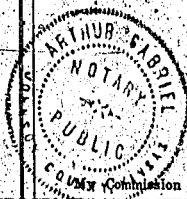
County,

BE IT REMEMBERED, That on this 13th day of December A. D. 1955before me, the undersigned a Notary Public
in and for said County and State, came Clifford Rye and Melvina Rye,
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 November 14, 1957

Notary Public

Recorded December 14, 1955 at 4:55 P.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien
thereby created is discharged. As witness my hand this 11th day of March 1957.Attest: Jess W. Johnson, Jr.
DeSoto, KansasDeSoto State Bank, DeSoto, Kansas
by, Arthur Gabriel, It's Exec. Vice PresidentThis release
was written
on the original
mortgageWitnessed on
March 11, 1957Arthur A. Beck
Notary Public
DeSoto, KansasArthur A. Beck Register of Deeds