

62119 BOOK 114

MORTGAGE

(No. 52A)

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

This Indenture, Made this 11th day of MarchA. D. 19 57, between Clifford Rye and Melvina Rye, husband and wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and the 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 Twelve Thousand Nine Hundred Twenty Seven & 25/100 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 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:

A tract of land beginning at a point 163.4 feet East of the Northeast 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 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 Twelve Thousand Nine Hundred Twenty-seven and 25/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part 2d 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 2d 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 part 1st of the first part have 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, ss.

BE IT REMEMBERED, That on this 11th day of March A. D. 19 57

before 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

Arthur Gabriel Notary Public

Recorded March 13, 1957 at 10:35 A. 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 28th day of January 1959.

ATTEST: Jess W. Johnson, Jr.

(Corp. Seal)

De Soto State Bank, DeSoto, Kansas
by, (Arthur Gabriel)
It's Exec. Vice Pres.

This release was written on the original mortgage entered on the 28th day of January 1959
Harold A. Beck
Reg. of Deeds
By: [Signature]