

62567 BOOK 115

MORTGAGE

(No. 52A)

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

This Indenture, Made this 3rd day of MayA. D. 1957, between Olara Baecker, Widow and a single person,of Eudora, in the County of Douglas and State of Kansasof the first part, and the DeSoto State Bank, DeSoto, Kansas

of the second part.

Witnesseth, That the said part y of the first part, in consideration of the sum of Thirty Five Hundred Sixty three & 20/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha. \$ sold and by these presents do ss grant, bargain, sell and Mortgage to the said party 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:

Lot Number Three (3) and the North Half (N¹) of Lot Number Four (4) in Block Number Two Hundred and Eighteen (218) in the City of Eudora.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said first partydo ss hereby covenant and agree that at the delivery hereof that she is 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 Thirty Five Hundred Sixty three & 20/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first party to the said part y 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 y of the second part it's 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 party

heirs and assigns

In Witness Whereof, The said part y of the first part ha. \$ hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Olara Baecker (SEAL)
(Olara Baecker) (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Johnson

County, ss.

BE IT REMEMBERED, That on this 3rd day of May A. D. 1957 before me, the undersigned a Notary Public in and for said County and State, came Olara Baecker, Widow and a single person.

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, 1957Arthur Gabriel
(Arthur Gabriel)

Notary Public

Recorded May 6, 1957 at 10:30 A. M.

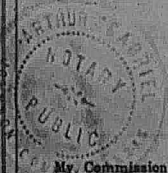
RELEASE.

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 25th day of January 1963

Attest: Jess W. Johnson Jr.
DeSoto, Kansas
(Corp Seal)

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

This release was written on the original mortgage entered this 30 day of January 1963
Handed to Back
Reg. of Deeds
G. H. H. H. H.
Notary



For Partial Release of Mtg. See Book 124 Page 586
Extension Agreement See Book 131 Page 84