

62668 BOOK 115

MORTGAGE

(No. 52A)

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

This Indenture, Made this 13th day of May
A. D. 19 57, between Clarence H. Rogers and Carole J. Rogers, husband and wife,
of Eudora, 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 ies of the first part, in consideration of the sum of
Sixteen Hundred Six & 50/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha vs 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:

The North one-half of Lot No. Fourteen (14), and all of Lot Fifteen (15),
in Block Forty Four (44), in the City of Eudora, Douglas County, Kansas.

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 Sixteen Hundred Six & 50/100
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 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, 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 ies of the first part ha vs hereunto set their
hand s and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Clarence H. Rogers (SEAL)
(Clarence H. Rogers)
Carole J. Rogers (SEAL)
(Carole J. Rogers)

STATE OF KANSAS,

Johnston County, } ss.

BE IT REMEMBERED, That on this 13th day of May A. D. 19 57
before me, the undersigned a Notary Public
in and for said County and State, came Clarence H. Rogers and Carole
J. Rogers, 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, 19 57

Arthur Gabriel Notary Public



ing release,
was written
on the original
mortgage

392
July
1957

Recorded May 22, 1957 at 1:20 P.M.

RELEASE

Harold A. Beck, Register of Deeds

By: Marie Wilson Deputy

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 27th day of July, 1957.

Attest: Donna M. Bartholomew
DeSoto, Kansas

(Corp Seal)

DeSoto State Bank, DeSoto, Kansas
By: Arthur Gabriel, It's Exec. Vice Pres.