

62844

BOOK 115

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 7th day of June

A. D. 1957, between Otis S. Hyde and Hazel R. Hyde, husband and wife,

of Sunflower in the County of Johnson 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 Twenty Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. VG 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: Beginning at a point 88 rods North of the Southwest corner of the Southeast Quarter (1/4) of Section Fifteen (15), Township Thirteen (13), Range Twenty-(20); thence East 377 feet; thence South parallel with the West line of said Southeast Quarter (1/4) 455 feet, to center of draw or branch; thence Southwesterly along the center of said draw or branch to the west line of said Southeast Quarter (1/4); thence North along the West line of said Southeast Quarter (1/4); about 660 feet to the place of beginning, containing Five (5) acres, more or less.

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 Twenty Five Hundred 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, 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 parties of the first part ha. VG hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Otis S. Hyde (SEAL)
(Otis S. Hyde)
Hazel R. Hyde (SEAL)
(Hazel R. Hyde) (SEAL)

STATE OF KANSAS,

Johnson County,

BE IT REMEMBERED, That on this 7th day of June A. D. 19 57 before me, the undersigned a Notary Public in and for said County and State, came Otis S. Hyde and Hazel R. Hyde, husband and 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 57

Arthur Gabriel Notary Public

Recorded June 10th, 1957 at 10:05 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 2nd day of December 1960.

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

Harold A. Beck, Register of Deeds
By: Maria Wilson Deputy
DeSoto State Bank, DeSoto, Kansas
by, (Arthur Gabriel)
It's Exec. Vice Pres. (Corp. Seal)

Harold A. Beck
By Maria Wilson
DeSoto State Bank