

63186

BOOK 115

MORTGAGE

(No. 32A)

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

This Indenture, Made this 12th day of July
A. D. 1957, between Berenice Wilson and Lawrence Wilson, her husband,

of Butora, in the County of Johnson and State of Kansas
of 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 Six Thousand 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 party of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of DeSoto and State of Kansas, described as follows, to-wit:

The South 100 acres of the Southeast Quarter, Section 9,
Township 15 South, Range 21, East of the 6th Meridian.

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 Six Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said party 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 party 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 surplus, if any there be, shall be paid by the party 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 the day and year first above written.

Signed, Sealed and delivered in presence of

Berenice Wilson (SEAL)
(Berenice Wilson) (SEAL)
Lawrence Wilson (SEAL)
(Lawrence Wilson) (SEAL)

STATE OF KANSAS,

Johnson County,

BE IT REMEMBERED, That on this 12th day of July A. D. 1957, before me, the undersigned a Notary Public in and for said County and State, came Berenice Wilson and Lawrence Wilson, her husband, 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, 1958

Notary Public

Recorded July 15, 1957 at 11:10 P.M.

Register of Deeds

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 27th day of May 1960. DeSoto State Bank, DeSoto, Kansas. (Conf. Seal) Great W. Johnson Co. DeSoto, Kansas. (Arthur W. Johnson)



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Handwritten signature: Harold A. Beck