

63303 BOOK 116

MORTGAGE

(No. 52A)

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

# This Indenture,

Made this 27th day of July

A. D. 1957, between Hulen Forsee and Bessie P. Forsee, 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 1st of the first part, in consideration of the sum of Fifteen Hundred Twenty-three & 20/100 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 2nd 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 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 Fifteen Hundred Twenty-three & 20/100 Dollars, according to the terms of a certain note this day executed and delivered by the said First parties to the said part 2nd 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 2nd 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 VS hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Hulen Forsee (SEAL)  
Bessie P. Forsee (SEAL)

STATE OF KANSAS,

Johnson County,

BE IT REMEMBERED, That on this 27th day of July A. D. 1957

before me, the undersigned a Notary Public in and for said County and State, came Hulen Forsee and Bessie P. Forsee, 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, 1957

Arthur Gabriel Notary Public

Recorded July 29, 1957 at 3:35 P.M.

RELEASE.

Register of Deeds

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 22 day of August 1959

ATTEST: Jess W. Johnson Jr.  
DeSoto, Kansas

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