

65551

BOOK 118

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 5th day of AprilA. D. 1958, between Paul J. Born and Arvilla R. Born, his wife,of Eldora, 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 ies of the first part, in consideration of the sum of Twenty-Five Hundred & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Johnson and State of Kansas, described as follows, to-wit:

Lots Nos. Thirteen (13), and Fourteen (14), in Block Sixty-four (64),  
in the City of Eldora, 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 partiesdo 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 party 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

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Paul J. Born (SEAL)  
(Paul J. Born)  
Arvilla R. Born (SEAL)  
(Arvilla R. Born)  
(SEAL)

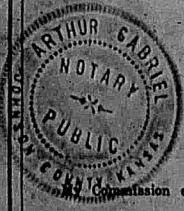
STATE OF KANSAS,

Johnson County, } ss.

BE IT REMEMBERED, That on this 5th day of April A. D. 19 58before me, the undersigned a Notary Publicin and for said County and State, came Paul J. Born and Arvilla R. Born,  
his 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.

Commission expires November 14, 1961

Arthur Gabriel Notary Public  
(Arthur Gabriel)