

65584

BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 9th day of AprilA. D. 1958, between Lester Massey and Eula Massey, his 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 Fifty and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ye 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:

Lot Number Eleven (11), and Twelve (12), in Block Sixty-four (64)
in the City of Eudora, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 Sixteen Hundred Fifty & No/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 their 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 ies 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 ye hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Lester Massey (SEAL)
Eula Massey (SEAL)
(Eula Massey) (SEAL)

STATE OF KANSAS,

Johnson County, ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 19 58
before me, the undersigned a Notary Public
in and for said County and State, came Lester Massey and Eula Massey,
his wife,

to me personally known to be the same person s 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, 1961

Arthur Gabriel Notary Public
(Arthur Gabriel)



Register of Deeds

Full, true and correct copy of the foregoing instrument, as the same appears from the original filed for record, is hereby certified to the proper authorities.

Howard A. Beck
Register of Deeds

Attest: Jesse

Reg. No. 111

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B.