

Reg. No. 14,992
Fee Paid \$3.50

69280

BOOK 121

MORTGAGE

(No. 52A)

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

This Indenture, Made this 14th day of AprilA. D. 19 59, between J.D. Lewis and Phyllis Lewis, 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 1st of the first part, in consideration of the sum of Fourteen Hundred & No/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 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 the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section number Twenty-two (22), Township Thirteen (13), Range Twenty-one (21), thence East One Hundred Forty-five (145) feet; thence North One Hundred Seventy-five (175) feet; thence West One Hundred forty-five (145) feet; thence South One Hundred Seventy-five (175) feet to place of beginning, containing $\frac{3}{4}$ acres more or less.

Beginning at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-seven (27), Township Thirteen (13), Range Twenty-one (21); running South 150 feet; thence East 125 feet; thence North 150 feet; thence West 125 feet to place of beginning.

Beginning 150 feet South of the Northwest corner of Northwest Quarter (NW $\frac{1}{4}$) South 120 feet, East 125 feet, North 120 feet, West 125 feet to place of beginning, containing $\frac{1}{3}$ acres, more or less, in Section Twenty-seven (27), Township Thirteen (13), South Range Twenty-one (21) East.

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 Fourteen 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 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 making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha VS hereinto set their

hand and seal g the day and year first above written.

Signed, Sealed and delivered in presence of

J. D. Lewis (SEAL)
(J.D. Lewis)
Phyllis Lewis (SEAL)
(Phyllis Lewis)
(SEAL)

STATE OF KANSAS,

Johnson County,

BE IT REMEMBERED, That on this 14th day of April A. D. 19 59 before me, the undersigned a Notary Public in and for said County and State, came J.D. Lewis and Phyllis Lewis, his 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, 1961

Arthur Gabriel Notary Public



This release was written on the original mortgage entered 21st day of May 19 59
Harold A. Beck
Register of Deeds
By James L. Smith
Deputy

Recorded on April 16, 1959 at 2:15 P.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 18th day of May 1959.

ATTEST: Jess W. Johnson Jr.
DeSoto, Kansas

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