

Reg. No. 15,452

Fee Paid \$5.00

71142

BOOK 123

## MORTGAGE

(No. 23A)

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

**This Indenture,** Made this 5th day of September  
A.D. 1959, between Ralph William Snyder and Rita Snyder, 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 ies of the first part, in consideration of the sum of  
Two Thousand 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 Douglas and State of Kansas, described as follows, to-wit:

The North Half of Lot Thirteen (13), and Lots Fourteen (14) and Fifteen (15)  
and the South Half of Lot Sixteen (16) in Block One Hundred Fifty (150), all  
in the City of Eudora.

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 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 Two Thousand  
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 payment, 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 monies 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 party  
making such sale, on demand to said first parties

their heirs and assigns

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

Signed, Sealed and delivered in presence of

*Ralph William Snyder* (SEAL)*Rita Snyder* (SEAL)*Rita Snyder* (SEAL)STATE OF KANSAS,  
Johnson County,

BE IT REMEMBERED, That on this 5th day of September A.D. 1959  
before me, the under signed, a Notary Public  
in and for said County and State, came Ralph William Snyder and  
Rita Snyder, 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, 1961

*Arthur Gabriel*

Notary Public

This release  
was written  
on the original  
mortgage  
entered  
this 30 day  
of October  
1961

*Harold G. Beck*  
Register of Deeds  
By James B.  
Seal

Recorded September 9, 1959 at 3:30 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 28th day of October 1961

Attest: Jess W. Johnson Jr.  
DeSoto, Kansas  
(Corp. Seal)

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