

MORTGAGE BOOK 124 72865

(No. 52A)

Boyer Legal Blocks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 1st day of MarchA. D. 1960, between Paul J. Born and Arvilla R. Born, 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 parties of the first part, in consideration of the sum of Twenty Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he VS sold and by these presents do grant, bargain, sell and Mortgage to the said party 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:

Lots Nos. Thirteen (13) and Fourteen (14), 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 parties 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 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 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 party 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 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 VS hereunto set their hands 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 1st day of March, A. D. 19 60

before me, the undersigned a Notary Public in 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.

My Commission expires November 14, 1961

Arthur Gabriel Notary Public
(Arthur Gabriel)

This release was written on the original mortgage entered this 2 day of April 1962

Harold A. Beck Recorded March 2, 1960 at 3:30 P.M.

RELEASE.

Harold A. Beck 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 29th day of March 1962.

ATTEST: Jess W. Johnson Jr.,
DeSoto, Kansas

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

(Corp. Seal)