

Reg. No. 15,997

Fee Paid \$9.00

MORTGAGE BOOK 125 73777 (No. 52A) Bryce Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 21st day of June

A. D. 1960, between Lowell A. Herndon and Esther E. Herndon, his wife,

of DeSoto, 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 parties of the first part, in consideration of the sum of Thirty Six Hundred Twenty Five & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its 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 Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Seven (7), in Homewood Gardens, an addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party 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 Thirty Six Hundred Twenty Five & No/100 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 its 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Lowell A. Herndon (SEAL)
(Lowell A. Herndon) (SEAL)
Esther E. Herndon (SEAL)
(Esther E. Herndon) (SEAL)

STATE OF KANSAS,

Johnson County,



BE IT REMEMBERED, That on this 21st day of June A. D. 1960 before me, the undersigned a Notary Public in and for said County and State, came Lowell A. Herndon and Esther E. Herndon, his wife,

to me personally known to be the same person as 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 (SEAL) Notary Public

Recorded June 27, 1960 at 1:55 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 26th day of August 1960.

ATTEST: Jess W. Johnson Jr.
DeSoto, Kansas

(Corp. Seal)

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

This release was written on the original mortgage entered this 29th day of August 1960

Harold A. Beck
Reg. of Deeds
By James E. Allen
Deputy