

Reg. No. 16,671
Fee Paid \$15.00

MORTGAGE 76581 BOOK 127 (M. 220) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 17th. day of April 1961 between
E. L. Fulks and Carol Fulks, his wife

of Eudora in the County of Douglas and State of Kansas
parties of the first part, and Kaw Valley State Bank, of Eudora, Kansas.

part. Y. of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Six thousand & no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he, YR. sold, and by

this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y. of the second part, the

following described real estate situated and being in the County of Douglas and State of

Kansas, to-wit:

Lots Nineteen (19), and Twenty (20), in Block Forty Four (44), in the City of

Eudora, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof 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,

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes

and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they

keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and

directed by the part Y. of the second part, the loss, if any, made payable to the part Y. of the second part to the extent of 1st

interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep

said premises insured as herein provided, then the part Y. of the second part may pay said taxes and insurance, or either, and the amount

so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment

until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six thousand & no/100 DOLLARS

according to the terms of 1 certain written obligation for the payment of said sum of money, executed on the 17th.

day of April 1961, and by its terms made payable to the part Y. of the second

part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the

said part Y. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event

that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.

If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real

estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said

real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute

and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture

is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part Y. of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to

sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to

retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be,

shall be paid by the part 1st making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all

benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,

assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part has hereunto set their hand and seal the day and year

last above written.

E. L. Fulks (SEAL)
Carol Fulks (SEAL)
(SEAL)

STATE OF Kansas
Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 17th. day of April A. D. 1961

before me, a Notary Public in the aforesaid County and State,

came E. L. Fulks and Carol Fulks, his wife, as joint

tenants with right of survivorship and not as tenants in common.

to me personally known to be the same person who executed the foregoing instrument 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.

Henrietta A. Fuller Notary Public

7-25- 63

My Comm. Expires, April 1963

Recorded April 20, 1961 at 11:15 A.M. Harold A. Beck Register of Deeds

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 15th. day of April 1963.

(Corp. Seal) Kaw Valley State Bank, Eudora, Kansas.
Henrietta A. Fuller Vice President
Mortgagee. Owner.

This release was written on the original mortgage entered the 16 day of April 1963
Harold A. Beck
Register of Deeds
By Janice Beem
Deputy