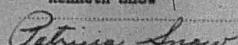


Reg. No. 16,702  
Fee Paid \$7.50

76671 BOOK 127

MORTGAGE	Ms. 200	The Outlook Printers, Publisher of Legal Blanket Lawrence, Kansas
This Indenture, Made this <u>27th</u> day of <u>April</u> , 19 <u>61</u> between <u>Kenneth Snow and Patricia Snow, his wife</u>		
of <u>Eudora</u> , in the County of <u>Douglas</u> and State of <u>Kansas</u> parties of the first part, and <u>Kaw Valley State Bank, Eudora, Kansas</u> part <u>Y</u> of the second part.		
Witnesseth, that the said party <u>1aa</u> of the first part, in consideration of the sum of <u>Three thousand and no/100</u> DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party <u>Y</u> of the second part, the following described real estate situated and being in the County of <u>Douglas</u> and State of <u>Kansas</u> , to-wit:		
<u>Lot No. Ten (10), and the South Half of Lot No. Nine (9)</u> <u>in Block Seventy Three (73), in the City of Eudora, Kansas</u> with the appurtenances and all the estate, title and interest of the said parties of the first part therein.		
And the said party <u>1aa</u> of the first part do hereby covenant and agree that at the delivery hereof <u>they are</u> the lawful owner of the premises above granted, and vested of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,		
and that <u>they</u> will warrant and defend the same against all parties making lawful claim thereto.		
It is agreed between the parties hereto that the party <u>1aa</u> 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 becomes due and payable, and that <u>they will</u> keep the buildings upon said real estate insured for the sum of <u>such sum</u> and by such insurance company as shall be specified and directed by the party <u>Y</u> of the second part, the loss, if any, made payable to the party <u>Y</u> of the second part to the extent of its interest. And in the event that said party <u>1aa</u> 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 party <u>Y</u> 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 <u>Three thousand and no/100</u> DOLLARS, according to the terms of <u>ONE</u> certain written obligation, for the payment of said sum of money, executed on the <u>27th</u> day of <u>April</u> , 19 <u>61</u> , and by its terms made payable to the party <u>Y</u> 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 party <u>Y</u> 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 party <u>1aa</u> 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 the payment of 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 then 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 party <u>Y</u> 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 overplus, if any there be, shall be paid by the party <u>Y</u> making such sale, on demand, to the first party <u>1aa</u> .		
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 run no, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.		
In Witness Whereof, the party <u>1aa</u> of the first part have hereunto set their hands and seal the day and year last above written.		
 <u>Kenneth Snow</u> (SEAL)  <u>Patricia Snow</u> (SEAL)		
STATE OF <u>Kansas</u> <u>Douglas</u> COUNTY } <u>27th</u> day of <u>April</u> , A.D. 19 <u>61</u> Notary Public Kenneth Snow and Patricia Snow, his wife I, <u>Harrietta A. Fuller</u> , a Notary Public, do solemnly swear and declare that I am 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.		
 <u>Harrietta A. Fuller</u> Notary Public 4/25/63		

Recorded April 28, 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 25th day of April 1963

(Corp Seal)

Kaw Valley State Bank, Eudora, Kansas  
By Kelvin Hoover President Mortgagee.

This release  
was written  
on the original  
mortgage  
entered  
this 26 day  
of April  
1961

Harold A. Beck  
Reg. of Deeds  
By Kelvin Hoover  
President Mortgagee