

Reg. No. 16,909
Fee Paid \$6.50

77490 BOOK 128

MORTGAGE

(Sg. 31A)

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This Indenture, Made this 3th day of JulyA. D. 1961, between James L. Guy and Genevieve Guy, husband and wife,of Budora 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 1st of the first part, in consideration of the sum of Twenty Five Hundred Fifty Six & 46/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he, he sold and by these presents do grant, bargain, sell and Mortgage to the said part 2 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: Lot No. 6 and the North Half of Lot No. 7, in Block One Hundred Sixty-four (164) in the City of Budora, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said first partiesdo 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 Fifty Six & 46/100 Dollars, according to the terms of a certain Note this day executed and delivered by the said first parties to the said part 2 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, the land, 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 2 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 surplus, if any there be, shall be paid by the part 1st making such sale, on demand to said first parties their heirs and assigns.

In Witness Whereof, The said parties of the first part he, he herunto set their

hand "and seal" the day and year first above written.

Signed, Sealed and delivered in presence of

James L. Guy (SEAL)Genevieve Guy (SEAL)Genevieve Guy (SEAL)

STATE OF KANSAS

Johnson CountyBE IT REMEMBERED, That on this 3th day of July A. D. 1961before me, the undersigned a Notary Publicin and for said County and State, came James L. Guy and Genevieve Guy, 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires November 16, 1961Arthur Gabriel Notary Public

This release
was written
on the original
mortgage
entered
this 13 day
of July
1961

Harold A. Beck
Reg. of Deeds
By: James R. B...
Deputy

Recorded July 12, 1961 at 2:10 P.M.

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 3rd day of July 1961

De Soto State Bank, De Soto, Kansas

Jess W. Johnson Jr. Vice Pres. & Cashier
Mortgagee. Owner.

(Corp. Seal)