

77676 BOOK 128

MORTGAGE

(Sta. 22A)

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This Indenture. Made this 17th day of July
A. D. 19 61, between David T. Wright and Amaretta W. Wright, husband and wife,

of Edora, 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 Twelve Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VS sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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:

Lot Seven (7) and Eight (8) in Block One Hundred Eighty Two (182), in the City of Edora, Douglas County, Kansas.

AND ALSO:

Lot Ten (10) and the South Half of Lot Nine (9), in Block One Hundred Seventy (170), in the City of Edora, Douglas County, 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 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 Twelve Thousand Dollars, according to the terms of \$ certain note this day executed and delivered by the said first parties to the said part Y 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 part Y 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 part Y making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha VS hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

David T. Wright (SEAL)
Amaretta W. Wright (SEAL)
Amaretta W. Wright (SEAL)

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 17th day of July A. D. 19 61

before me, the undersigned a Notary Public
in and for said County and State, came David T. Wright and Amaretta W. Wright, 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 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

Recorded July 25, 1961 at 3:30 P.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 23rd day of April 1966.

DeSoto State Bank, DeSoto, Kansas
by, Arthur Gabriel (President)

Mortgagee. Owner.

(Corp Seal)

This release
was written
on the original
mortgage
this 23rd day
of April
19 66

Janice Beem
Reg. of Deeds
By: Deane Navstifter
Deputy