

Reg. No. 17,067  
Fee Paid \$20.00

78197 BOOK 129

## MORTGAGE

(Sta. 338)

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This Indenture, Made this 12th day of September, 1961 between  
Earl Butts and Erma Louise Butts, husband and wife

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

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
Eight thousand and no/100 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 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 Nos. Eleven (11), and Twelve (12), in Block No. Thirty-five (35),  
in the City of Eudora, Kansas

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of  
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 100 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 they will  
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 its  
interest. And in the event that said part 100 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 Eight thousand and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 12th  
day of September, 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 100 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 money arising from such sale to  
retain the amount hereof, 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 Y making such sale, on demand, to the first part 100.

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 100 of the first part has hereunto set their hands and seal on the day and year  
last above written.

Earl Butts (SEAL)  
Erma Louise Butts (SEAL)  
Erma Louise Butts (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 12th day of September, A.D. 1961  
before me, a Notary Public in the aforesaid County and State,  
came Earl Butts and Erma Louise Butts, husband and wife

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

Recorded September 15, 1961 at 9:40 A.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 30th day of October 1963.

(Corp. Seal)

Kaw Valley State Bank, Eudora, Kansas.  
Henrietta A. Fuller, Vice. Pres. Mortgagee.  
Owner.

THE release  
was written  
on the original  
mortgage  
this 7 day  
of November  
1963

Harold A. Beck Register of Deeds  
By: Jamie Beem, Deputy  
By: Jamie Beem