

MORTGAGE 78960 BOOK 130 (No. 22A) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

**This Indenture**, Made this 1st day of December

A. D. 1961, between Richard J. Mills, a single person,

of Eudora, in the County of Douglas and State of Kansas,  
of the first part, and William F. Bodin

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Three Thousand Five Hundred (\$3,500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part his 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. Thirteen (13) in Block No. Sixty-two (62), in the City of Eudora, in Douglas County, Kansas.

It is understood and agreed that this is a purchase money mortgage. with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Three Thousand Five Hundred Dollars, according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party 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 party of the second part his 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 party making such sale, on demand to said party of the first part.

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Richard J. Mills (SEAL)  
Richard J. Mills (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 1st day of December A. D. 1961,

before me, the undersigned, a Notary Public in and for said County and State, came Richard J. Mills, a single person,

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.



Margaret E. Harwood Notary Public

Recorded December 1, 1961 at 3:05 P.M.

RELEASE

Harold A. Beck Register of Deeds

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 1st day of January 1967

William F. Bodin  
Mortgagee. Owner.

William F. Bodin  
1967  
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1967