

Reg. No. 17,511
Fee Paid \$6.75

78979 BOOK 130

MORTGAGE

(No. 52A)

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This Indenture, Made this 2nd day of DecemberA. D. 1961, between Margaret J. Shoemate, a widow and single person,of Eudora, 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 Y of the first part, in consideration of the sum of Twenty Seven Hundred & No/100----- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha a 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:

Lots No. 9 and No. 10, in Block Thirty-five (35) in the City of Eudora, Kansas.

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

And the said first party

do hereby covenant and agree that at the delivery hereof that she 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 Twenty Seven Hundred----- Dollars, according to the terms of a certain note this day executed and delivered by the said first party 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 party

her heirs and assigns

In Witness Whereof, The said part Y of the first part ha a hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Margaret J. Shoemate (SEAL)
(Margaret J. Shoemate) (SEAL)

STATE OF KANSAS,

Johnson

County

BE IT REMEMBERED, That on this 2nd day of December A. D. 1961

before me, the undersigned a Notary Public

in and for said County and State, came Margaret J. Shoemate,

a widow and 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.

My Commission expires November 14, 1965

Arthur Gabriel Notary Public
(Arthur Gabriel)

Recorded December 4, 1961 at 1:30 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 16th day of April 1963.

Witness: Jess W. Johnson Jr.
DeSoto, Kansas

DeSoto State Bank, DeSoto, Kansas
by, Arthur Gabriel President
Mortgagee. Owner.

(Corp. Seal)

This release was written on the original mortgage entered the 19 day of April 1963

Harold A. Beck
Reg. of Deeds
By Louis Bern
Notary