

MORTGAGE

86070

BOOK 135

(Mo. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,**Made this 30th day of OctoberA. D. 1963, between Ralph W. Snyder and Rita E. Snyder, husband and wife,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 parties of the first part, in consideration of the sum of Six Thousand

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have 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:All of Lots 3 and 4, and all of Lot 5 except the South 30 feet thereof, in Block 144, in the City of Eudora.with all the appurtenances, and all the estate, title and interest of the said part ies 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Six Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part Y of the second partand 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 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 overplus, if any there be, shall be paid by the part making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.Signed, Sealed and delivered in presence of 11Ralph W. Snyder (SEAL)  
Ralph W. Snyder (SEAL)  
Rita E. Snyder (SEAL)  
Rita E. Snyder (SEAL)

STATE OF KANSAS,

ss:

Douglas CountyBE IT REMEMBERED, That on this 31st day of October A. D. 1963before me, the undersigned a Notary Publicin and for said County and State, came Ralph W. Snyder and Rita E. Snyder, husband and wife,

to me personally known to be the same persons 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 June 3 1967 Margaret Schubert Notary PublicThis release was written on the original mortgage entered in a 5th day of June 1965James Beem  
Reg. of Deeds  
By Charles Pennington  
Dec 19

## 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 April 1965.

(Corp Seal)

DeSoto State Bank, DeSoto, Kansas  
Jess W. Johnson Jr., Mortgagee, Owner.  
Vice Pres. & Cashier