

MORTGAGE 86934 BOOK 136 (No. 32A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,** Made this 8th day of February

A. D. 1964, between Paul J. Born and Arville R. Born, his wife

of Eudora, in the County of Douglas and State of Kansas  
of the first part, and the De Soto State Bank, De Soto, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred & no/100 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 its 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 Nos. Thirteen (13) and Fourteen (14), in Block Sixty Four (64), in the City of Eudora, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part iss 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 Thirty-five Hundred 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 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 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 Y making such sale, on demand to said first parties their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul J. Born (SEAL)  
(Paul J. Born)  
Arville R. Born (SEAL)  
(Arville R. Born) (SEAL)

STATE OF KANSAS,  
Johnson County ss:



BE IT REMEMBERED, That on this 8th day of February A. D. 1964

before me, the undersigned, a Notary Public in and for said County and State, came Paul J. Born and Arville R. Born, his wife,

to me personally known to be the same person s 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 January 21, 1967 Jess W. Johnson, Jr. Notary Public  
(Jess W. Johnson, Jr.)

Recorded February 13, 1964 at 8:40 A.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 18th day of January 1969

(Corp. Seal)

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

22 day of January 1969  
James Born  
Reg. of Deeds  
By Shirley D. Darity to.