

MORTGAGE 87637 BOOK 137 (No. 22A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 15 day of April

A. D. 1964, between Manuel E. Smith and Maurine Smith, 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 Five 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 party 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 11 and 12, in Block 36, in the City of Eudora.

with all the appurtenances, and all the estate, title and interest of the said party 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 Five Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said first parties 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 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 party 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Manuel E. Smith (SEAL)
Maurine Smith (SEAL)

STATE OF KANSAS, ss: Johnson County



BE IT REMEMBERED, That on this 15th day of April A. D. 1964 before me, the undersigned a Notary Public in and for said County and State, came Manuel E. Smith and Maurine Smith, husband and wife, 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 Notary Public Arthur Gabriel

This release was written on the right mortgage entered of April 1964
Manuel E. Smith
No. 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 3rd day of April 1970.

(Corp. Seal)

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