

MORTGAGE

88751 BOOK 138

(No. 52A)

Boyle Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture,Made this 27th day of JulyA. D. 1964, between Velvin G. Wehner and Nina B. Wehner, husband and wife,of Endora, 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 Fifteen Thousand & 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 4 and 5, in Block 218, in the City of Endora, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof 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 Fifteen 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 part

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 surplus, if any there be, shall be paid by the part less making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part less of the first part have hereunto set their hand and seal on the day and year first above written.
Signed, Sealed and delivered in presence of

Melvin G. Wehner (SEAL)
(Melvin G. Wehner)
Nina B. Wehner (SEAL)
(Nina B. Wehner)

STATE OF KANSAS,
Johnson County ss:

BE IT REMEMBERED, That on this 27th day of July A. D. 1964

before me, the undersigned, a Notary Public

in and for said County and State, came Melvin G. Wehner and Nina B. Wehner husband and wife,

to me personally known to be the same person as 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

Recorded July 30, 1964 at 3:30 P.M.

Harold A. Buck Register of Deeds

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.

Dated this 3rd day of October 1966

(Corp. Seal)

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

FILED
with
the
Register
of
Deeds
for
the
County
of
Johnson
State
of
Kansas
on
Oct
10
1966
James Beam
Reg. of Deeds