

Reg. No. 179  
Fee Paid \$13.75

MORTGAGE 820 BOOK 1140 Lawrence Outlook, Lawrence, Kansas

**This Indenture,** Made this 5th day of April

A. D. 19 65, between James L. Guy and Genevieve Guy, 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

Witnesseth, That the said part <sup>ies</sup> of the first part, in consideration of the sum of **Thirteen Thousand Five Hundred Fifty & No/100** DOLLARS, to **them** duly paid, the receipt of which is hereby acknowledged, ha <sup>ve</sup> sold and by these presents do grant, bargain, sell and Mortgage to the said part <sup>y</sup> 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:

**Lot No. 6 and the North Half of Lot No. 7, in Block One Hundred Sixty-four(164) in the City of Eudora, Douglas County, Kansas.**

with all the appurtenances, and all the estate, title and interest of the said part <sup>ies</sup> 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 **Thirteen Thousand Five Hundred Fifty & No/100** Dollars, according to the terms of a certain **note** this day executed and delivered by the said **first parties** to the said part <sup>y</sup> 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 <sup>y</sup> 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 <sup>y</sup> making such sale, on demand to said **first parties**

In Witness Whereof, The said part <sup>ies</sup> of the first part ha <sup>ve</sup> hereunto set **their** hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of  
(James L. Guy) (SEAL)  
(Genevieve Guy) (SEAL)

STATE OF KANSAS,  
Johnson

County  
BE IT REMEMBERED, That on this 5th day of April A. D. 19 65 before me, the undersigned a Notary Public in and for said County and State, came James L. Guy and Genevieve Guy, husband and wife,

to me personally known to be the same person <sup>s</sup> 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, 19 65 Notary Public  
(Arthur Gabriel)

See Release for Book 879 Page 520