

MORTGAGE

1761

BOOK 1140

Lawrence Outlook, Lawrence, Kansas

**This Indenture,** Made this 26th day of June

A. D. 1965, between Roger E. Stanley Jr. and Norma B. Stanley, husband and wife,

of Edgers, 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 part 1st 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 2nd 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:

The East One-third (E 1/3) of the North One-half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, containing 20-2/3ds acres more or less;

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 2nd 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 2nd of the second part their 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 2nd 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

hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Roger E. Stanley Jr. (SEAL)  
(Roger E. Stanley Jr.)  
Norma B. Stanley (SEAL)  
(Norma B. Stanley)

STATE OF KANSAS,

Johnson County ss:

BE IT REMEMBERED, That on this 26th day of June A. D. 1965

before me, the undersigned a Notary Public

in and for said County and State, came Roger E. Stanley Jr. and Norma B. Stanley, 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 19

Notary Public

Recorded July 1, 1965 at 3:55 P.M.

Janice Beem Register of Deeds

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured hereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 10th day of October 1966

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

(Corp Seal)