

MORTGAGE

10543 BOOK 148

Lawrence Outlook, Lawrence, Kansas

This Indenture, Made this 9th day of September

A. D. 1967, between Paul J. Born and Arvilla R. Born, 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 part 1st of the first part, in consideration of the sum of Seventy Nine Hundred thirty four & 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 2nd 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:

Beginning at the Southwest Corner of the Southwest Quarter of Section Twenty-Two (22), Township Thirteen (13), Range Twenty-One (21), thence East 145 feet; thence North 175 feet; thence West 145 feet; thence South 175 feet to place of beginning, containing 3/4 acres, more or less; also beginning at the Northwest Corner of the Northwest Quarter of Section Twenty-Seven (27), Township Thirteen (13), Range Twenty-One (21), running South 150 feet; thence East 125 feet; thence North 150 feet; thence West 125 feet to place of beginning; and beginning 150 feet South of the Northwest Corner of the Northwest Quarter, South 120 feet, East 125 feet, North 120 feet, West 125 feet to place of beginning, containing 1/8 acres, more or less, in Section Twenty-Seven (27), Township Thirteen (13), Range Twenty-One (21).

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 Seventy nine hundred thirty four & 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 2nd 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 2nd 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 1st making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul J. Born (SEAL)

(Paul J. Born)

Arvilla R. Born (SEAL)

(Arvilla R. Born)

STATE OF KANSAS,

Johnson

County

BE IT REMEMBERED, That on this 9th day of September A. D. 1967

before me, the undersigned

Notary Public

in and for said County and State, came Paul J. Born and Arvilla R. Born, 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 November 15, 1969

Notary Public

(Arthur Gabriel)

Recorded September 18, 1967 at 12:43 P.M.

James B. Boon Register of Deeds
By Sue Neustifter Deputy