

Reg. No. 2,551  
Fee Paid \$60.00

449

MORTGAGE

11295

BOOK 148

Lawrence Outlook, Lawrence, Kansas

**This Indenture**, Made this 15th day of November  
A.D. 19 67, between Berenice Wilson and Lawrence Wilson, her husband

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 Twenty Four Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, by <sup>the</sup> sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part their 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 South 100 acres of the Southeast Quarter, Section 9, Township 13 South, Range 21 East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Twenty Four 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 <sup>to</sup> ~~the~~ 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 of the second part, on demand to said first parties their heirs and assigns.

In Witness Whereof, The said party of the first part has <sup>hereunto</sup> set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

(SEAL)

(SEAL)

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 15th day of November A.D. 19 67

before me, the undersigned Notary Public in and for said County and State, came Berenice Wilson and Lawrence Wilson, her husband,

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 15, 19 69

Notary Public

(Arthur Gabriel)