

MORTGAGE

BOOK 153 16816

Lawrence Outlook, Lawrence, Kansas

This Indenture, Made this 9th day of April

A. D. 19 69, between Henry J. Frye and Emma Elizabeth Frye, husband and wife,

of Eudora, 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
Thirty-Nine Hundred 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 party 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 1 to 20 Inclusive in Block 74, less the South 10 feet of Lots 10 and 11,
in the City of Eudora, Douglas County, Kansas.

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 Thirty-Nine and no/100-----
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 its executors, administrators,
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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
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
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Henry J. Frye (SEAL)
(Henry J. Frye)
Emma Elizabeth Frye (SEAL)
(Emma Elizabeth Frye)

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 9th day of April A. D. 19 69

before me, the undersigned a Notary Public
in and for said County and State, came Henry J. Frye and Emma Elizabeth
Frye, husband and wife,

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 January 21, 1971 Notary Public



This release
was written
on the original
mortgage
entered
this 20th day
of August
1970
James Beem
Reg. of Deeds

Recorded April 18, 1969 at 10:22 A.M.

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 of record. Dated this 18th day of August 1970.

DeSoto State Bank, DeSoto, Kansas
by (Arthur Gabriel) Pres.
Mortgagee. Owner.

(Corp. Seal)