

MORTGAGE

BOOK 157

21283

Lawrence, Outlook, Lawrence, Kansas

# This Indenture,

Made this 1st day of June  
A. D. 1970, between E. L. Fulks and Carol Fulks, 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 part 1st of the first part, in consideration of the sum of  
Ten Thousand & 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, 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:

Commencing at the Northeast corner of Section 8, Township 14, South, Range 21 East,  
thence West 20 rods, thence South 16 rods, thence East 20 rods, thence North 16 rods  
to place of beginning, containing two acres, more or less, in Douglas County, Kansas.  
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 Ten Thousand & 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,  
ors 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 part 2nd  
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  
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

E. L. Fulks (SEAL)  
Carol Fulks (SEAL)  
(Carol Fulks) (SEAL)

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 1st day of June A. D. 1970

before me, the undersigned, a Notary Public  
in and for said County and State, came E. L. Fulks and Carol Fulks,  
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 January 21 1971

Notary Public

(Jess W. Johnson Jr.)

Recorded June 8, 1970 at 4:50 P.M.

RELEASE

Yamie Beem Register of Deeds

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 1st day of October 1971

(Corp. Seal)

This release  
was written  
on the original  
mortgage

entered  
this 1st day  
of October  
1971

Yamie Beem  
Reg. of Deeds

Deputy

DeSoto State Bank, DeSoto, Kansas  
by, Arthur Gabriel President  
Mortgagee. Owner.