

517

Reg. No. 4,963  
Fee Paid \$12.50

517

MORTGAGE

BOOK 157

22208

Lawrence Outlook, Lawrence, Kansas

**This Indenture,** Made this 18th day of August

A. D. 1970, 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 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 Five 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:

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 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 Five 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 its heirs, administrators, 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 of the second part making such sale, on demand to said first parties their heirs and assigns

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

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS,

Johnson County

BE IT REMEMBERED, That on this 18th day of August A. D. 1970

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 as 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, 1973

Arthur Gabriel  
(Arthur Gabriel) Notary Public

This release was written on the original mortgage entered this 13th day of October 1970  
Janice Baer  
Reg. of Deeds  
Notary for Deeds

Recorded August 20, 1970 at 11:21 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 10th day of October 1970

(Corp. Seal)

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