

MORTGAGE

24891 BOOK 160

Lawrence Outlook, Lawrence, Kansas

This Indenture,

Made this 1st day of May
A. D. 1971, between Dennis M. Fry and Vera G. Fry, 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 Sixty-three Hundred & 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 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:
All of Lot No. Nineteen (19), and Lot No. Twenty (20) less the North ten feet thereof for highway purposes as shown by Highway Deed recorded in Block 125, Page 577, all in Block No. Seventy-five (75), in the City of Eudora, in 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 Sixty-three Hundred & 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 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Dennis M. Fry (SEAL)
(Dennis M. Fry) (SEAL)
Vera G. Fry (SEAL)
(Vera G. Fry) (SEAL)

STATE OF KANSAS,

Johnson

County

BE IT REMEMBERED, That on this 1st day of May A. D. 1971

before me, the undersigned, a Notary Public
in and for said County and State, came Dennis M. Fry and Vera G. Fry, 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.

January 21, 1975

Notary Public

Jess W. Johnson Jr.
(Jess W. Johnson Jr.)

Recorded May 4, 1971 at 9:46 A.M.

Janice Beem Register of Deeds