

MORTGAGE

BOOK 160

25177

Lawrence Outlook, Lawrence, Kansas

This Indenture,

Made this 26th day of May

A. D. 1971, between John E. Gruber, a single person

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 party of the first part, in consideration of the sum of Seven Thousand Five Hundred and No/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 One (1) and Two (2), in Block One Hundred Sixty-two (162), in the City of Eudora, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said first party

does hereby covenant and agree that at the delivery hereof that he is 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 Seven Thousand Five Hundred & No/100 Dollars, according to the terms of a certain note this day executed and delivered by the said first party 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 party

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John E. Gruber (SEAL)

John E. Gruber (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Johnson County

ss:

BE IT REMEMBERED, That on this 26th day of May A. D. 1971

before me, the undersigned a Notary Public
 in and for said County and State, came John E. Gruber, a single person,

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, 1975

Notary Public

(Jess W. Johnson, Jr.)

