

MORTGAGE

26104 BOOK 161

Lawrence Outlook, Lawrence, Kansas

This Indenture,

Made this 24th day of July

A. D. 1971, between Ernest C. Mullins and Jewell K. Mullins, husband and wife,

of Baldwin, 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 Eleven Thousand Six Hundred & no/100 - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. YE sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part it's heirs and assigns forever, all that tract or parcel of land situated in the County of Johnson and State of Kansas, described as follows, to-wit: The East 3/4 acres of the West 73/4 acres of the Northwest Quarter of Section Twenty (20) Township Fourteen (14) South, Range Twenty (20), less the South One-third of the East 23 acres of the West 63 acres of said Quarter Section, containing 25 5/6 acres, more or less, East of the Sixth Principal Meridian, also The South one-third of the East 23 acres of the West 63 acres of the Northwest Quarter; and the East 3/4 acres of the North 7 acres of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter; all in Section 20, Township 14 South, Range 20 East of the Sixth Principal Meridian, 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 Eleven Thousand Six Hundred & no/100 - Dollars, according to the terms of 2 certain note this day executed and delivered by the said first parties to the said part Y 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 Y 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 part Y making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha. YE hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ernest C. Mullins (SEAL)
(Ernest C. Mullins) (SEAL)
Jewell K. Mullins (SEAL)
(Jewell K. Mullins) (SEAL)

STATE OF KANSAS,

Johnson County ss:

BE IT REMEMBERED, That on this 24th day of July A. D. 1971

before me, the undersigned, a Notary Public in and for said County and State, came Ernest C. Mullins and Jewell K. Mullins, 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, 1975

Jess W. Johnson Jr. Notary Public
(Jess W. Johnson Jr.)

Recorded July 29, 1971 at 1:31 P.M.

Yvonne Bess Register of Deeds