

MORTGAGE

BOOK 162

27258

Lawrence Outlook, Lawrence, Kansas

This Indenture, Made this 9th day of October

A. D. 1971, between James B. Smith and Eunice A. Smith, 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 parties of the first part, in consideration of the sum of Twelve 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 parties of the second part their 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 5 and 6 as originally platted, but not including any part of the Vacated Alley on the East side thereof, in Block 152, in the City of Eudora.

(This is a Purchase Money Mortgage)

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 Twelve Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said parties 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 parties 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 parties 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James B. Smith (SEAL)

Eunice A. Smith (SEAL)

(Eunice A. Smith) (SEAL)

(SEAL)

STATE OF KANSAS,

Johnson County ss:



BE IT REMEMBERED, That on this 9th day of October A. D. 1971

before me, the undersigned a Notary Public in and for said County and State, came James B. Smith and Eunice A. Smith, husband and wife,

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.

Arthur Gabriel Notary Public
(Arthur Gabriel)

Recorded October 18, 1971 at 9:16 A.M.

James B. Smith Register of Deeds