

Reg. No. 5506  
Fee Paid \$25.75

31535 BOOK 90

MORTGAGE-Standard Form (No 31A) F. J. Ryan, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture, Made this 28th day of February

in the year of our Lord nineteen hundred Forty Seven between  
Louis A Hayes (also known as Louie A Hayes) and Dessie R Hayes,  
Husband & Wife

of De Soto in the County of Johnson 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  
Eleven Thousand Five Hundred 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 Its heirs and assigns,  
forever, all that tract or parcel of land situated in the County of Douglas & Johnson and  
State of Kansas, described as follows to-wit: Tract No.1 The Northwest Quarter of Section Twenty  
(20), Township Thirteen (13), South Range Twenty (20) East of the 6th. P.M.  
in Douglas County Kansas. AND Also: Tract No.2 All that portion of the West  
Half of the Southwest Quarter of Section Seventeen (17), Township Thirteen (13),  
South Range Twenty (20) lying South of the Wakarusa Creek and containing 122  
acres more or less, less that part thereof taken for highway purposes on West  
side thereof, in Douglas County Kansas.

AND Also: The Southeast Quarter of the Southeast Quarter in Section  
Thirty-one (31), Township Twelve (12), Range Twenty-two (22), in Johnson  
County Kansas, containing 40 Acres more or less.

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 the sum of Eleven Thousand Five Hundred  
Dollars, according to the terms of 2 certain Notes this day executed and delivered by the  
said First Parties; One Note For \$6000.00 One note for \$5500.00 to the  
said party 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 payment, 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 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  
party Y making such sale, on demand, to said First Parties

Their heirs and assigns

In witness whereof, The said parties of the first part in us hereunto set Their  
hand and seal the day and year first above written.  
Signed, sealed and delivered in the presence of

Louis A Hayes (SEAL)  
Dessie R Hayes (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Johnson County, ss.

Be it Remembered, That on this 28th day of February A. D. 1947  
before me, Harry E Miller a Notary Public

in and for said County and State, came Louis A Hayes (also known as  
Louie A Hayes) and Dessie R Hayes, Husband & 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.  
WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on  
the day and year last above written.



Harry E Miller  
Notary Public.

My Commission Expires

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This mortgage is intended to secure the payment of the sum of \$11,500.00 as per the face of the notes secured hereby. The mortgage is hereby acknowledged by the mortgagor, Louis A Hayes and Dessie R Hayes, and the mortgage is hereby acknowledged by the mortgagee, The De Soto State Bank, De Soto, Kansas. Witness my hand and seal this 28th day of February, A.D. 1947.

Recorded March 3, 1947 at 3:00 P.M.  
Ward A. Bick  
Register of Deeds

The De Soto State Bank, De Soto, Kansas, is the mortgagee of this mortgage.