

31382 BOOK 91

MORTGAGE—Standard Form.

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Leavenworth, Kansas

# This Indenture,

Made this 15th day of February  
A. D. 1947, between Edward A. Misteale and Agnes Misteale, his wife

of Eudora in the County of Douglas and State of Kansas  
of the first part, and The Patrons Co-Operative Bank, Olathe, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four thousand five hundred and 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 part y 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:

Blocks numbers One hundred twentyfour (124), One hundred twentyfive (125), One hundred twenty-six (126), One hundred twenty-four (154), One hundred fiftyfive (155), One hundred fifty-six (156), One hundred sixty (160), One hundred sixtyone (161), and One hundred sixty-two (162).

In the City of Eudora, County of Douglas, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Edward A. Misteale and Agnes Misteale do hereby covenant and agree that at the delivery hereof 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 fortyfive hundred and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Patrons Co-Operative Bank, Olathe, Kansas to the said part y of the second part payable in accordance with the terms of said note

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 parties of the first part.

or their heirs and assigns

In Witness Whereof, The said part ies 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

Edward A. Misteale (SEAL)  
Agnes Misteale (SEAL)

STATE OF KANSAS

JOHNSON

County,

Be It Remembered, That on this 15th day of Febr. A. D. 19 47

before me, D. L. Daniel a Notary Public

in and for said County and State, came Edward A. Misteale and

Agnes Misteale, his 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 Dec. 28, 1947

D. L. Daniel Notary Public.



This deed was written on the 15th day of February 1947.

1947

1948

Notary Public

Recorded February 17, 1947 at 9:05 A.M.

Harold A. Beck

Register of Deeds.

The note herein described, having been paid in full, this mortgage is hereby released and the same thereby created, discharged.  
As witness my hand this 19 day of January 1948 Patrons Co-Operative Bank Olathe, Kansas  
C. A. Mott Vice Pres.