

40663 BOOK 98

MORTGAGE-Standard Form

(No. 52A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 23rd day of May
in the year of our Lord nineteen hundred fifty between
Bernice S. Wilson and Lawrence Wilson, her husband,

of Endora in the County of Douglas and State of Kansas

of the first part, and DeSoto State Bank, DeSoto, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 part 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:

The East 1/2 of Northeast 1/4 of Northeast 1/4, Section 23, Township 13,
Range 21, except the following: commencing at the Northeast corner of said
Northeast 1/4, Section 23; thence South 23 rods; thence west 10 rods;
thence North 23 rods; thence East 10 rods to place of beginning, said
excepted tract containing 1 3/4 acres.

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 Two Thousand Dollars, according to the terms of A certain Note this day executed and delivered by the said First Parties to the said part 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 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 of the second part making such sale, on demand, to said First Parties 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

Bernice S. Wilson (SEAL)

Lawrence Wilson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Johnson County,

Be it Remembered, That on this 23rd day of May A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, came Bernice S. Wilson and Lawrence

Wilson, her husband,

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.

Notary Public.

My Commission Expires Nov 14, 1954



Recorded May 21, 1950 at 11:40 A. M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged, is witness my hand, this 6th day of October A.D. 1951.

Attest: Jess W. Johnson Jr.

by Arthur W. Gabriel

It's Vice Pres.

David A. Beck Register of Deeds