

45135 BOOK 101

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,Made this 3rd day of DecemberA. D. 19 51, between Lester Massey and Eula Massey, his 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

Three Hundred Seventy Five & No/100 DOLLARSto 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 It's 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 Number Eleven (11), and Twelve (12), in Block Sixty Four
(64) in the City of Eudora, Douglas County, Kansas.

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 Three Hundred Seventy Five & No/100Dollars, according to the terms of A 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 It's 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 money 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

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lester Massey (SEAL)Eula Massey (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Johnson County

Be It Remembered, That on this 3rd day of December A. D. 19 51

before me the undersigned _____ a Notary Public

in and for said County and State, came Lester Massey and Eula Massey,
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 Nov 14, 1954

Notary Public



Spente herein described having been paid in full the mortgage is hereby released, and the said Massey created the mortgage. (Spente herein) my hand and seal this day of April, 1953. Deputy State Bank DeSoto, Kansas. Head: Gene A. Johnson. DeSoto Remedy (Co. p. 201)

Recorded December 5, 1951 at 2:15 P. M.

Harold A. Beck Register of Deeds