

MORTGAGE

316-2 Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas (COPYRIGHT MATTER)

THIS INDENTURE, Made this 3rd day of December, A. D. 1952, between Russell H. Bartley, Jr., and Norma L. Bartley, Husband and Wife

of Douglas County, in the State of Kansas of the first part, and Douglas County State Bank, a Corporation of Lawrence, of Douglas County, in the State of Kansas of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Seven hundred and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part Y of the second part, its assigns, all the following-described real estate, situated in Douglas County and State of Kansas to wit:

Beginning at an iron pin 735.2 feet east of the Northwest corner of Section 33, Township 12 South, Range 20 East, which is also the Northwest corner of Lot Number 8, thence East along the North line of Section 33, 306 feet to an iron pin; thence South parallel with the West line of Section 33, 1295 feet, more or less, to the North bank of the Kansas River; thence along the Kansas River in a Northwesterly direction to a point 735.2 feet East of the West line of Section 33, thence North 1160 feet, more or less, to a point of beginning, containing 9.12 acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Russell H. Bartley, Jr., and Norma L. Bartley, Husband and Wife ha.VE this day executed and delivered ONE certain promissory note in writing to said part Y of the second part, of which the following is a Memorandum:

Date December 3, 1952 Amount \$700.00 (Principal payable \$50.00 Jan. 3, 1953 and Rate 6% on decreasing balances (\$50.00 the 3rd of each month thereafter till paid.

Signed- Russell H. Bartley, Jr., Norma L. Bartley

NOW, If said part 1st of the first part shall pay or cause to be paid to said part Y of the second part its assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part ha.VE hereunto set their hand, the day and year first above written.

Russell H. Bartley Jr. Norma L. Bartley