

50771 BOOK 105

## MORTGAGE

510-2

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THIS INDENTURE, Made this 10th day of November, A. D. 1933,  
between John W. Dobbins and Betty J. Dobbins, Husband and Wife  
of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank, a Corporation  
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Four thousand and no/100 and 100 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part  
of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

Lots Four (4), Five (5), Sixteen (16), and Seventeen (17)  
in Block Four (4), in Southwest Addition, an Addition in  
Wakarusa Township, in Douglas County, Kansas

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 John W. Dobbins  
and Betty J. Dobbins, Husband and Wife  
has on this day executed and delivered one certain promissory note in writing to said part of the  
second part, of which the following IS A MEMORANDUM

Date of note- November 10, 1933	Amount of note \$4,000.00
Maturity- 3 years from date	Principal & Interest, \$100.00,
Rate of interest- 5% per annum from date.	Payable Dec. 10, 1933 &
	\$100.00 the 10th of each
	month thereafter till Mty.
	Balance at maturity.

Signed- John W. Dobbins  
Betty J. Dobbins

NOW, If said parties of the first part shall pay or cause to be paid to said part of the second part, its  
heirs and 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 parties of the first part has hereunto set their  
hand and year first above written

*John W. Dobbins*  
*Betty J. Dobbins*