

51325 BOOK 105

MORTGAGE

310-2

Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 27th day of January, A. D. 1954  
between Thomas S. Smith and Neva E. Smith, Husband and Wife

of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank, a Corporation, Lawrence  
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  
Thirty one hundred forty and 63/100 and 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 ~~XXXXXX~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:  
Lots Sixty-three and Sixty-four (63) & (64) in Fairfax Addition, an Addition  
to the City of Lawrence, Douglas County, Kansas, including all aluminum  
Trailerette Serial No. 33940 fully equipped.

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  
parties of the first part

has 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

Amount of note \$3,140.65

Date January 27, 1954

Maturity- 3 yrs from date

Interest 6% from maturity

Principal payable \$85.00, March 1, 1954 and \$85.00 the first of each month

thereafter until maturity, Balance at maturity.

Signed- Thomas S. Smith

Signed- Neva E. Smith

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

Thomas S. Smith  
Neva E. Smith