

53848° BOOK 107

MORTGAGE

310-2 Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE, Made this Twenty Fifth day of October, A. D. 1954,
between Edward J. Westhusing and Betty Lee Westhusing husband and wife
of Douglas County, in the State of Kansas, of the first part,
and The Douglas County State Bank
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 Six Thousand and 00/100 and 00/100 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part add its assigns all the following-described real estate, situated in Douglas County and State of Kansas, to wit:
Tract of land beginning at a point 163.4 feet east of the Northwest corner of the Northwest Quarter of Section 8, Township 13 South, Range 20 East of the 6th P. M. thence South 200 feet, thence East 150 feet, thence North 200 feet, thence West 150 feet to the place of beginning, in Douglas County, Kansas, including all buildings thereon and maple skating rink floor.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Edward J. Westhusing and Betty Lee Westhusing, husband and wife have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following memorandum
Amount of note \$6,000.00 Date October 25, 1954
Maturity Four years Rate 6% from date on decreasing balances
Principal and interest payable
\$150.00 December 1, 1954 and \$150.00
the first of each month thereafter until
maturity-Balance at maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part and 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 party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Edward J. Westhusing
Betty Lee Westhusing