

59647

Book 112

MORTGAGE

(42B)

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This Mortgage Made this 14th day of May in the year of Our Lord, One Thousand Nine Hundred and Fifty-Six by and between

James W. Hutcheson and Geneva L. Hutcheson, husband and wife

of the County of Douglas and State of Kansas. part 1st of the first part, and

Alfred Lichte and Huella M. Lichte, husband and wife

part 1st of the second part

Witnesseth, That said parties of the first part, for and in consideration of the sum of Fifteen Hundred and no/100s Dollars to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said part 1st of the second part and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit: Lot One (1) in Block F, Brookdale Addition to the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part 1st of the second part, and to their heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said James W. Hutcheson and Geneva L. Hutcheson, husband and wife have this day executed and delivered a certain promissory note in writing to the part 1st of the second part, payable at First State Bank, Tonganoxie, Kansas, as follows, to-wit: Copy attached.

PROMISSORY NOTE

(No. 75)

Cash Stationery Co., Lawrence, Kansas

\$1500.00 Tonganoxie, Kansas, May 14, 1956
One Year after date we promise to pay to the order of Alfred Lichte & Huella M. Lichte, First State Bank, Tonganoxie, Kansas Fifteen Hundred and no/100s DOLLARS.

For value received, with interest at six per cent. per annum, after date until paid.
Interest payable annually.

Due May 14, 1957

Now, if the said James W. Hutcheson and Geneva L. Hutcheson, husband and wife shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according