

60088 Book 113

## MORTGAGE

310-2 Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)THIS INDENTURE, Made this 5th day of July, A. D. 1956,  
between James H. Turner and Gladys F. Turner, Husband and Wifeof Albany County, in the State of Wyoming, 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 part 1st of the first part, in consideration of the sum of Twelve 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 Y  
of the second part, & it's ~~assigns~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas to wit:The North Ten (10) acres of the East Half of the Northeast Quarter of the  
Southeast Quarter of Section Six (6), Township Thirteen (13) South of  
Range Twenty (20)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 parthas Y 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 MEMORANDUMAmount of Note \$12,000.00 Principal payable \$2,000.00 July 5, 1957  
Date of note July 5, 1956 and \$2,000.00 the 5th of each July thereafter  
Maturity- 5 years from date until maturity; balance at maturity.  
Rate- 5% from date payable semi-annually Signed- James H. Turner  
Signed- Gladys F. TurnerNOW, If said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, & it's  
~~assigns~~ 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 has Y hereunto set their  
hand S, the day and year first above written.James H. Turner  
x Gladys F. Turner  
x Gladys F. Turner  
Gladys F. Turner