

62565 ° BOOK 115

MORTGAGE

16-2

1

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 4th day of May A. D. 19 57  
 between John M. Sears and Lula J. Sears, his wife  
 of Douglas County, in the State of Kansas, of the first part,  
 and Ruby D. Ramsey  
 of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said part Y of the first part, in consideration of the sum of  
One and no 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, his heirs and assigns, all the following described Real Estate, situated in  
Douglas County and State of Kansas to wit:  
The South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  Section 29, Township 13, South Range 20 East  
of the 6th P.M. Less the following described tract: Beginning at a point  
on the South line of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said  
Section 29 and 23 feet East of the Southwest corner thereof; thence West  
on said South line 23 feet to the said Southwest corner; thence North  
along the West line thereof 23 feet; thence in a straight line Southeast  
to the place of beginning, all in the county of Douglas, State of 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 parties

have 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 copy:  
 " Three years after date we promise to pay to the order of Ruby D. Ramsey  
 Two Thousand and no/100 (2000.00) Dollars. The right to pay on the principal  
 of this note in equal amounts of \$500.00 is retained. Value received with  
 interest at Six (6) percent per annum, payable semi-annually from the date  
 of this note. This note is due and payable no later than May 4, 1960."

NOW, If said part Y of the first part shall pay or cause to be paid to said part Y of the second part,  
his heirs or 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, and 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, by these presents, become  
 due and payable, and the part Y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part Y of the first part have here-  
 unto set their hand s, the day and year first above written.

John M. Sears  
Lula J. Sears  
 John M. Sears  
 Lula J. Sears