

63969 BOOK 116

MORTGAGE

310-1

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

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THIS INDENTURE, Made this 23rd day of August, A. D. 1957,
between Oliver P. Hobbs and Beryl L. Hobbs, Husband and Wife

of Leon County, in the State of Florida 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 parties of the first part, in consideration of the sum of Five hundred twenty-five and no/100 and 199 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part & it's assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The West Ten (10) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26), Township Twelve (12), Range Nineteen (19)

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 on this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following A MEMORANDUM:

Amount of Note \$525.00

Date of note - August 23, 1957

Principal payable, \$144.00 September 23, 1957 and \$144.00 the 23rd of each month thereafter until paid in full.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, & it's 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 hand and, the day and year first above written.

Oliver P. Hobbs

Beryl L. Hobbs

State of Kansas Kansas County, ss.

BE IT REMEMBERED, That on this 23rd day of August, A. D. 1957, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Oliver P. Hobbs and Beryl L. Hobbs, Husband and Wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Term expires August 10, 1961

Chester G. Jones, Notary Public.

Recorded September 25, 1957 at 9:10 A.M. RECEIPT.

Harold A. Beck Register of Deeds

\$525.00

December 31, 1959

RECEIVED of Oliver P. Hobbs and Beryl L. Hobbs the within-named mortgage, the sum of Five hundred twenty-five and no/100---DOLLARS, in full satisfaction of the within Mortgage.

Douglas County State Bank
By Chester G. Jones, President

4-16 day
of January
1960

Harold A. Beck

Reg. James Beck