

64026

BOOK 116

MORTGAGE

310-3 Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
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THIS INDENTURE, Made this 26th day of September A. D. 1957,  
between Julius H. Torneden and Louesea H. Torneden, Husband and Wife

of Douglas County, in the State of Kansas, 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 Sixty three hundred and no/100 and <sup>100</sup> DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party  
of the second part, & its ~~successor~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

A tract of land described as follows: Beginning at a point Two rods West and  
Fifty-eight rods South of the Northeast Corner of the Northeast Quarter of  
Section Thirty-four (10), Township Twelve (12), Range Nineteen (19); thence  
West Thirty-eight (38) rods; thence South Forty-five (45) rods; thence East  
Thirty-eight (38) rods; thence North to the point of beginning.

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

Amount of note \$6,300.00

Date of Note September 26, 1957

Rate 6% from date - payable semi-annually

Principal payable \$350.00 March 26, 1958 and \$350.00 September 26, 1958 and  
\$350.00 the 26th of March and September 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  
successor 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.

*Julius H. Torneden*  
Julius H. Torneden

*Louesea H. Torneden*  
Louesea H. Torneden

San Postal Release See Book 119 - Page 27