

64932

BOOK 117

## MORTGAGE

§19-2

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

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THIS INDENTURE, Made this 24th day of January, A. D. 1958,  
between Emory F. Scott and Francesca Geraldine Scott, Husband and Wife

of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank, a Corporation, Lawrence, Kansas  
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  
Ninety-three hundred - - - and no 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~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas to wit:

Beginning at the Northeast Corner of the Northwest fractional Quarter of Section  
Seven (7), Township Thirteen (13), Range Twenty (20); thence West on the Section Line  
162 feet 7 inches; thence South parallel to the East Line of said quarter Section  
195 ft - 2 inches; thence East parallel to the North line of said quarter section to the  
East line of said Quarter Section; thence North to the place of beginning, less 50 feet  
on the North and East thereof for a public road;

ALSO-

Lot No. Three (3) in Block No. Twenty-four (24) in Sinclair's Addition, an Addition  
to the City of Lawrence.

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.

Date of note January 24, 1958

Amount of note \$9,300.00

Maturity January 24, 1963

Principal payable \$100.00 February 1, 1958 and \$100.00 the 1st of each  
month 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, & 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 part  
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, the day and year first above written.

*Emory F. Scott*  
Emory F. Scott  
*Francesca Geraldine Scott*  
Francesca Geraldine Scott