

64960

BOOK 117

## MORTGAGE

310-2

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

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THIS INDENTURE, Made this 28th day of January, A. D. 19 58,  
between Henry J. Frye and Emma Elizabeth Frye, 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 -----  
One thousand ----- 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, its ~~XXXXXX~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas; to wit:

Lots 1, 2, 3, 4 and 5 in Block 74 in the City of Eudora

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 Henry J. Frye  
and Emma Elizabeth Frye

ha ve this day executed and delivered one certain promissory note in writing to said party of the  
second part, of which the following is a ~~XXXX~~ memorandum:

Date: January 28, 1958 Maturity: October 28, 1958

Amount: \$1,000.00 Interest rate: 6%

NOW, If said part ies of the first part shall pay or cause to be paid to said party of the second part, its  
~~XXXXXX~~ 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.

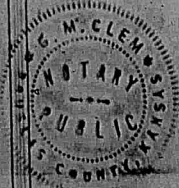
IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their  
hand s, the day and year first above written.

*Henry J. Frye*  
Henry J. Frye  
*Emma Elizabeth Frye*  
Emma Elizabeth Frye

State of Kansas, Douglas

County, ss.

BE IT REMEMBERED, That on this 28th day of January, A. D. 19 58, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,  
came Henry J. Frye and Emma Elizabeth Frye, husband and wife



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

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

G. M. Clem, Notary Public.  
Term expires August 26, 1961.