

MORTGAGE

318-2

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

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THIS INDENTURE, Made this 1st day of February, A. D. 1958,
between Robert A. Marihugh and Esther J. Marihugh, Husband and Wife

of Douglas County, in the State of Kansas, of the first part,
and Edwin L. Rice
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 Two thousand and no 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:

Lot Seventy-two (72) in Block Thirty-three (33) in that part of the City of Lawrence known as West 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 part Y of the second part, of which the following IS A MEMORANDUM

Amount of note \$2,000.00
Date of note Feb. 1, 1958
Maturity of note March 1, 1961
Interest rate 6% from March 1, 1958

NOW, If said parties 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, 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 and seal, the day and year first above written.

Robert A. Marihugh
Esther J. Marihugh

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of February, A. D. 1958, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert A. Marihugh and Esther J. Marihugh, Husband and Wife

who are personally known to me to be the same person 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.