

65296

BOOK 117

MORTGAGE

THIS INDENTURE Made this 3rd day of March 1958, by and between
 JOHN A. MYERS
 a single man
 of DOUGLAS County, in the State of KANSAS, of the first part, and
 MARIE ZETTL
 of CRAWFORD County, in the State of KANSAS, of the second part
 WITNESSETH, That the said part Y of the first part, in consideration of the sum of
 - - - - Fifty One Hundred Fifty Dollars and no/100 - - - -
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y
 of the second part her heirs and assigns, all the following described REAL ESTATE, situated in the County of
 DOUGLAS and State of KANSAS, to-wit:

LOT NUMBER EIGHTY FOUR (84) ON MISSISSIPPI
 STREET, IN BLOCK NUMBER EIGHTEEN (18) 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 any wise appertaining, forever:

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas, said part Y of the first
 part has this day executed, and delivered a certain promissory note in writing to said part Y
 of the second part, of which the following is a description: Principal sum of \$5,150.00.
 Principal and Interest payable monthly in the amount of
 \$37.70 beginning April 1, 1958. Final payment of Principal
 and Interest if not sooner paid due March 1, 1974. If
 payments in default holder hereof may treat remainder of the
 debt as due and collectible.

Until this mortgage is satisfied the part Y of the first part agree to pay all taxes and assessments levied against
 the said premises as they mature and to keep the improvements thereon insured against loss by fire, lightning and wind-
 storm in an amount not less than the amount secured by this mortgage, with less if any payable to the said part Y of
 the second part, her heirs or assigns, as their interest may appear.

Now if said part Y of the first part shall pay or cause to be paid to said part Y of the second part, her
 heirs or assigns, the said principal sum evidenced by the said promissory note, together with the interest thereon as there-
 in specified, then these presents shall be wholly discharged and void but otherwise shall remain in full force and effect.

And if the said principal sum or sums or any part thereof or the interest thereon is not paid when the same becomes
 due and payable and if the said taxes and insurance premiums are not paid as above agreed and provided, then the whole
 or the remainder of said principal sum or sums, together with the interest then due and unpaid and any sum or sums there-
 before paid by the part Y of the second part, her heirs or assigns for taxes or insurance on the said premises
 shall at the option of the holder hereof become at once due and payable and this mortgage may be immediately foreclosed,
 according to law, without appraisal.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set his hand, the day
 and year first above written:

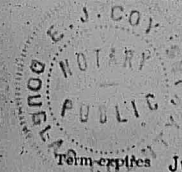
John A. Myers

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 4th day of March, 1958, before me, the undersigned, a notary
 Public in and for the County and State aforesaid, came JOHN A. MYERS:

who is 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 first above written.



Term expires July 11, 1961

E. J. Coy

Notary Public.

Recorded March 7, 1958 at 3:10 P.M.

Handwritten signature/initials