

65855

BOOK 178

## MORTGAGE

310-2

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

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THIS INDENTURE, Made this 14th day of May, A. D. 1958,  
between John W. Wolfe and Nettie L. Wolfe, 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

Twelve thousand and no/100

and 100 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, & it's ~~MEMORANDUM~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Beginning at a point Sixteen (16) Rods North of the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-five (35) Township Thirteen (13), Range Nineteen (19), East of the Sixth (6th) Principal Meridian; thence West Twenty (20) Rods; thence North Sixteen (16) Rods; thence East Twenty (20) Rods; thence South Sixteen (16) Rods to the place of beginning, Containing Two (2) acres more or less

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

ha ~~VE~~ 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

Date of note May 14, 1958

Amount of note \$12,000.00

Maturity of note seven (7) years from date

Principal payable \$500.00 Nov. 14, 1958 and \$500.00 each 6 months thereafter

until maturity; balance at maturity

Interest payable semi-annually

Signed - John W. Wolfe  
Signed Nettie L. Wolfe

NOW, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, and it's ~~MEMORANDUM~~ 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 ha ~~VE~~ hereunto set their hand & the day and year first above written.

John W. Wolfe

Nettie L. Wolfe