

66580

BOOK 119

MORTGAGE

310-2

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

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THIS INDENTURE, Made this first day of August, A. D. 1958, between Pharon Miller and Betty L. Miller, 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 part 1es of the first part, in consideration of the sum of Thirty five hundred 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, and its ~~successors~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

A tract beginning 40 feet South and 16.5 feet West of the Northeast corner of the Northeast Quarter of Section 34, Township 12, Range 19; thence West 178.34 feet; thence South 217 feet; thence east 178.34 feet; thence North to point of beginning

Privilege is hereby granted the mortgagors herein to pay \$100.00 or multiples thereof on account of principal at any date.

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 \$3500.00  
Date of note August 1, 1958  
Maturity of note October 1, 1962  
Principal and interest payable \$82.20 November 1, 1958 and \$82.20 the 1st of each month thereafter until maturity; balance at maturity.

NOW, If said part 1es of the first part shall pay or cause to be paid to said part Y of the second part, its ~~successors~~ 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 hands, the day and year first above written.

Pharon Miller  
Pharon Miller

Betty L. Miller  
Betty L. Miller

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 1st day of August, A. D. 19 58, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Pharon Miller and Betty L. Miller, husband and wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Chester G. Jones Notary Public.  
Term expires August 10, 1961.



Recorded August 1, 1958 at 3:20 P.M.

RECEIPT

Pharon Miller and Betty L. Miller the within-described premises, the sum of thirty-five hundred and no DOLLARS, in full satisfaction of the within mortgage.

Harold A. Rich Registrar of Deeds  
Douglas County, Kansas (Seal)  
Chester G. Jones, Notary Public

This return was written on the original mortgage this 29th day of May 1961  
Harold A. Rich Reg. of Deeds  
By Deputy