

67015

BOOK 119

MORTGAGE

310-2

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THIS INDENTURE, Made this 12th day of September, A. D. 19 58, between Mario M. Martinez, an Unmarried man 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 y of the first part, in consideration of the sum of Twelve hundred Sixty - and no DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell, and Convey unto said part Y of the second part, & it's ~~assigns~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The West Sixty-two (62) Feet of Lot Number One Hundred-eighteen (118) on New York Street, in the City of 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 Mario M. Martinez, an unmarried man

has 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 September 12, 1958
 Amount of Note \$ 1,260.00
 Maturity October 12, 1959
 Principal payable \$100.00 October 12, 1958 and \$100.00 the 12th day of each and every month thereafter until maturity; balance at maturity.

NOW, If said part Y of the first part shall pay or cause to be paid to said part Y of the second part, & it's ~~assigns~~ 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 Y of the second part shall be entitled to the possession of said premises.

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

Mario M. Martinez
 Mario M. Martinez

State of Kansas,

County, ss.

BE IT REMEMBERED, That on this 12th day of September, A. D. 19 58, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mario M. Martinez, an Unmarried Man

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 last above written.

Term expires

Chester G. Jones
 August 10, 19 61

Notary Public

Charles E. Reed, Register of Deeds
 By Marie Wilson, Clerk

24th
 calendar
 29
 David A. Bank
 Esq. for Mrs. Peen