

62081

BOOK 119

MORTGAGE

310-2

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

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THIS INDENTURE, Made this 18th day of September, A. D. 19 58,
 between Beverly June Hurwitz Friedman, formerly Beverly June Hurwitz,
 a single person
 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 party of the first part, in consideration of the sum of
 Three thousand ----- 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, & its ~~beneficiaries~~ assigns, all the following-described real estate, situated in Douglas
 County and State of Kansas, to wit:

Beginning at a point twenty (20) feet and thirty-three (33) feet
 West of the Southeast corner of the Northeast Quarter of Section
 one (1), Township thirteen (13), Range Nineteen (19) East of the
 6th P. M. in Douglas County Kansas; thence West and parallel with
 the South line of said Northeast Quarter of Section one (1)
 one hundred thirty-two (132) feet thence North fifty-six (56) feet;
 thence East one hundred thirty two (132) feet; thence South
 fifty-six (56) feet to place of beginning in Douglas County Kansas

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
 party of the first part
 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 18, 1958
 Amount of Note \$3,000.00
 Maturity of Note September 18, 1959

NOW, If said part y of the first part shall pay or cause to be paid to said part y of the second part, & its
~~beneficiaries~~ 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 party of the first part has hereunto set her
 hand, the day and year first above written.

Beverly June Hurwitz Friedman
 Beverly June Hurwitz Friedman