

67528

BOOK 120

MORTGAGE

310-1

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

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THIS INDENTURE, Made this 24th day of October A. D. 1958

between D. Don Haines and Vera Evelyn Haines, husband and wife

of Douglas County, in the State of Kansas of the first part,

and Douglas County State Bank

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 Four thousand and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and its assigns, all the following-described real estate, situated in Douglas County, and State of Kansas, to wit:

Lot Sixteen (16) in Block Five (5) in Northwood Addition,  
an Addition to the City of Lawrence, 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 parties of the first part.

have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a memorandum:

Date October 24, 1958  
Amount \$4,000.00  
Maturity October 24, 1959

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part and its 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 party 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.

*D. Don Haines*  
D. Don Haines  
*Vera Evelyn Haines*  
Vera Evelyn Haines

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1958, before me,

the undersigned, a Notary Public in and for the County and State aforesaid,

came D. Don Haines and Vera Evelyn Haines, 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.

Term expires August 10

Chester G. Jones

Notary Public.

Recorded October 24, 1958 at 2:00 P.M.

RECEIPT.

*Harold R. Scheva*

Register of Deeds

\$4,000.00

RECEIVED of D. Don Haines and Vera Evelyn Haines the within-named mortgagor, the sum of Four thousand and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Attest: Harold R. Scheva, Cashier

Douglas County State Bank  
By Chester G. Jones, President

(Corp. Seal)

This receipt  
was written  
on the original  
mortgage

entered  
on 29th day  
of January  
1959

*Harold R. Scheva*  
Cashier of Deeds