

67878 BOOK 120

MORTGAGE

310-1

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

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THIS INDENTURE, Made this 26th day of November, A. D. 1958, between Donald H. McConnell and Bertie G. McConnell, 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 1st of the first part, in consideration of the sum of Eight 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, & its assigns, all the following-described real estate, situated in Douglas County and State of Kansas to wit:

Lot Seven (7) and the West 6.45 feet of Lot Six (6) in Block Four (4) of the replat and Subdivision of Blocks Three (3) and Four (4) in Southwest Addition, an Addition to 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 parties of the first part

ha ve 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

Amount of note \$8,000.00
Date of note November 26, 1958
Maturity of note May 26, 1959

Signed- Donald H. McConnell
Bertie G. McConnell

NOW, If said part 1st of the first part shall pay or cause to be paid to said party of the second part, & 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 part 1st of the first part ha ve hereunto set their hand S, the day and year first above written.

Donald H. McConnell
Bertie G. McConnell

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of November, A. D. 1958, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Donald H. McConnell and Bertie G. McConnell, Husband and Wife

who are personally known to me to be the same person S 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 August 10, 1961
Chester G. Jones, Notary Public.

Recorded November 26, 1958 at 3:20 P.M.

RECEIPT.

Register of Deeds, June 20, 1959

\$8,000.00

RECEIVED of Donald H. McConnell & Bertie G. McConnell the within-named mortgagor, the sum of Eight thousand - and no DOLLARS, in full satisfaction of the within mortgage.

Attest: Harold R. Scheve, Cashier

Douglas County State Bank
by Chester G. Jones, President

(Corp. Seal)