

Reg. No. 15,189

Fee Paid \$16.25

MORTGAGE

16-4-T. W.

Hall Litho. Co., Topeka

69883

BOOK 122

THIS INDENTURE, Made this 9th day of May A. D. 19 59

between J. W. Hicks and Nellie Hicks, husband and wife
 of Douglas County, in the State of Kansas, of the first part
 and Pearl Corlett, a single woman
 of Leavenworth 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

Sixty-Five Hundred and no/100s----- and 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
 said party of the second part, her heirs and assigns, all the following described Real Estate,
 situated in Douglas County, and State of Kansas to wit:

Lot 14, and the North Half of Lot 13, in Block 95, in the City
 of Eudora.

Said part 1st of the first part do hereby covenant and agree that at the delivery of this instrument
 they are the lawful owner of the premises above granted, and seized of a good
 and indefeasible estate of inheritance therein, free and clear of all incumbrances except
 Marketable title and that they will warrant and defend the same against all
 claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
 appurtenances thereunto belonging or in anywise appertaining, forever.

Said part 1st of the first part hereby agree to pay all taxes assessed on said premises before any pen-
 alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
 in the sum of Sixty-Five Hundred and no/100s----- DOLLARS
 in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

J. W. Hicks and Nellie Hicks, husband and wife

have this day executed and delivered A certain promissory note In writing to said part
 of the second part, of which the following

PROMISSORY NOTE

40-8

Hall Litho. Co., Inc., Topeka

NOTE

\$6,500.00 Tonganoxie, Kansas, May 9, 19 59

Ten Years after date, for value received, We
 promise to pay to the order of Pearl Corlett, a single woman

at Tonganoxie, Kansas, the sum of Sixty-Five Hundred and no/100s----- Dollars,

with interest at six (6) % per annum after date until paid. Said sum is payable as follows:
 \$72.17 on the 9th day of June 1959 and a like amount on the 9th day of each and every
 month thereafter until the remaining unpaid balance is paid in full.

Upon default in any payment when due, all remaining payments shall become immediately due and pay-
 able at the option of the holder hereof. The makers, endorsers and guarantors hereby waive presentment,
 demand, notice and protest.

X J. W. Hicks

X Nellie Hicks

Eudora, Kansas.

NOW, If said part 1st of the first part shall pay or cause to be paid to said part y of the second part,
 her heirs or 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 dis-
 charged 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, or if insurance premiums are not paid when due, 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 1st of the first part have hereunto set their
 hands the day and year first above written.

X J. W. Hicks

X Nellie Hicks.