299

leg. No. 15.26

70255 BOOK 122 MORTGAGE \$10-2 10-3 Crane & Do., Inc., Stationers, Office Outfittern, Legel Blanks, Topeka, Kan (COPTRIGHT MATTER) THIS INDENTURE, Made this 23rd day of June . A. D. 1959 . between Robert E. Osborne and Thelma M. Osborne, husband and wife T of Salt Lake Utah County, in the State of , 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 103 of the first part, in consideration of the sum of -. . . . . . . Pifteen hundred - - - - - - - - - - - - - and no/ DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part y of the second part, and its Matsunkkassigns, all the following-described real estate, situated in Douglas County and State of Kansas , to wit: Lot Eleven (11), Block Thirteen (13), in University Place, 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, sa Robert E. Osborne and Thelma M. Osborne, husband and wife ha ye this day executed and delivered ODS certain promissory note in writing to said part y of the second part, of which the following is a xxxxxmemorandum: Date: June 23,1959 Maturity: March 1, 1963; principal and interest payable \$64.50 per month beginning March 1, 1961 Interest: 6% from date Amount: \$1,500.00 NOW, If said part 10S of the first part shall pay or cause to be paid to said part y of the second part, OF 11S MBREKE 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 to has terms and theor of the same, then these presents shall be wholy 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 premis IN WITNESS WHEREOF, The said part 105 of the first part ha VO hereunto set their hand 5 , the day and year first above written. Shilma M. asternie State of Kouses. Salt Lake County, ma. BE IT REMEMBERED, That on this 25 day of June , A. D. 1957, before me; the undersigned, a in and for the County and State aforesaid, AOTARY. personally known to me to be the same person 4 who executed the within instru-PUBLIC ment of writing, and such person-2 duly acknowledged the execution of the same. COMMISSION: EXPIRES IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my IN TESTIMONY WILlist above written ... F. Salsbury, Notary Public. Term expires Feb 4, 1962 , 19 Aprold a Beck Register of Deeds RECEIPT. \$1,500.00 RECEIVED of the within-named mortgagor, the sum of Fifteen hundred- - - - and no/100 DOLLARS, in full satisfaction of the within Mortgage. Attest: Harold R. Scheve, Cashier Douglas County State Bank Lawrence, Kansas By G. M. Clem Vice President (Corp Seal)