

20872

BOOK 122

MORTGAGE

318-2

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

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THIS INDENTURE, Made this 18th day of August, A. D. 1959, between Charles F. Downey and Isabelle Downey, Husband and Wife of Lawrence 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 parties of the first part, in consideration of the sum of Seven hundred eighty seven and 50/100 - and 100 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, & its assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Lot Nine (9) on the South Side of North Street, in Addition Five (5) in that part of the City of Lawrence formerly known as North 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

ha ve 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

Amount of note \$787.50
Date of note August 18, 1959
Maturity of note - One year from date
Principal payable \$65.00 September 18, 1959 and \$65.00 the 18th of each month thereafter until maturity; balance at maturity

Signed- Charles F. Downey
Isabelle Downey

NOW, If said part les of the first part shall pay or cause to be paid to said part Y 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 part Y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part les of the first part ha ve hereunto set their hand & the day and year first above written.

Charles F. Downey
Isabelle Downey