

70960

BOOK 122

## MORTGAGE

918-1

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
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THIS INDENTURE, Made this 21st day of August, A. D. 19 59,  
between Harold H. Herren and Betty Jo Herren, Husband and wife  
Allan H. Westerhouse and Elfrieda Westerhouse, 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 ies of the first part, in consideration of the sum of -  
Ten thousand 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, & its ~~assigns~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

Lot Nine (9) in Block Three (3), in Park Hill Addition, an  
Addition to the City of Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and vingular 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 part y of the  
second part, of which the following IS A MEMORANDUM

Amount of note \$10,000.00  
Date of note August 21, 1959  
Maturity of note February 21, 1960

NOW, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, & its  
~~assigns~~ 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 ies of the first part have hereunto set their  
hand s, the day and year first above written.

Harold H. Herren

Betty Jo Herren

Allan H. Westerhouse

Elfrieda Westerhouse

6224-3-M-2-57

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 21st day of August, A. D. 19 59, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,  
came Harold H. Herren and Betty Jo Herren, Husband and Wife, Allan H.  
Westerhouse and Elfrieda Westerhouse, Husband and Wife

who are personally known to me to be the same person s who executed the within instru-  
ment 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.

Chester G. Jones, Notary Public.

Term expires August 10, 1961.

Recorded August 25, 1959 at 9:00 A.M.

RECEIPT.

This release  
was written  
on the original  
mortgage  
on 28th day  
of September  
19 59

\$10,000.00

RECEIVED OF Harold H. Herren and Betty Jo Herren husband and wife and Allan H Westerhouse  
and Elfrieda Westerhouse husband and wife the within-named mortgagors, the sum of Ten thousand  
and 00 DOLLARS, in full satisfaction of the within Mortgage.

Douglas County State Bank  
Chester G. Jones President

(Corp. Seal)

Attest G. M. Clem Vice President