

71661

BOOK 123

MORTGAGE

(NO. 22C)

Boyles Legal Blanks—FORM PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 7th day of October 19 59, betweenEugene C. Hopkins and Martha C. Hopkins, husband and wifeof Douglas County, in the State of Kansas of the first part, andDouglas County State Bankof 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 Nine thousand, eight hundred twenty nine and no/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, and its ~~successors~~ assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas to-wit:

Lot No. One Hundred Twenty Six (126), on Connecticut Street,  
in the City of Lawrence, in Douglas County, Kansas

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 certain promissory note in writing to said part y of the second part, of which the following is a memorandum:

Date of Note	October 7, 1959
Amount of Note	\$9,829.00
Maturity of Note	October 7, 1962

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, 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, and 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, 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 ha ve hereunto set their hand the day and year first above written.

Executed in the presence of

*W. M. C. [Signature]*

Witnesses

*Eugene C. Hopkins*  
Eugene C. Hopkins  
*Martha C. Hopkins*  
Martha C. Hopkins

This release  
was written  
on the original  
mortgage  
entered  
this 27 day  
of October  
19 61

*Harold A. Beck*  
Harold A. Beck  
Reg. of Deeds  
By *James Beem*

Be It Remembered, That on this 7th day of October A. D. 19 59before me, the undersigned a Notary Publicin and for said County and State, came Eugene C. Hopkins and Martha C. Hopkins, husband and wife

to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires August 26 19 61*W. M. C. [Signature]*

Notary Public

Recorded October 27, 1959 at 2:22 P.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 27th day of October 1961.

ATTEST: Harold R. Scheve, Cashier

*Harold A. Beck* Register of Deeds  
Douglas County State Bank Lawrence, Kansas  
By Chester G. Jones President

(Corp. Seal)