

72349

BOOK 124

MORTGAGE

(NO. 52C)

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

This Indenture, Made this 31st day of December 1959, between
Oliver P. Hobbs and Beryl L. Hobbs, Husband and Wife

of Leon County, in the State of Florida of the first part, and
Douglas County State Bank, Lawrence, Kansas
 of Douglas 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
Eleven hundred 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, & its ~~heirs and assigns~~ assigns, all the following REAL ESTATE situated in
 the County of Douglas and State of Kansas to-wit:

The West Ten (10) acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter
 (SE $\frac{1}{4}$) of Section Twenty-six (26), Township Twelve (12) Range Nineteen (19)

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-
 tenances 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
one certain promissory note in writing to said part Y of the second part, of which the following
is a memorandum

Amount of note \$1,100.00
 Date of Note - December 31, 1959
 Maturity of note - December 31, 1961
 Principal payable \$46.00 January 24, 1960 and \$46.00 the 24th of each month
 thereafter until maturity; balance at maturity.
 With interest at the rate of 8 % per annum after maturity.

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y of the second part & its
~~heirs and 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, 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 1st of the first part ha ve hereunto set their hand the day
 and year first above written.

Executed in the presence of

Witnesses

Oliver P. Hobbs
Oliver P. Hobbs
Beryl L. Hobbs
Beryl L. Hobbs

STATE OF KANSAS
Douglas County, KS

Be It Remembered, That on this 31st day of December A.D. 1959
 before me, the undersigned

in and for said County and State, came Oliver P. Hobbs and
Beryl L. Hobbs, Husband and Wife
 to me personally known to be the same person 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 10 1961

Chester G. Jones
 Notary Public

This release
 was written
 on the original
 mortgage entered
 this 15 day
 of August
 1962

Harold R. Beck
 Reg. of Deeds
By: Louise Brown
 Deputy

Recorded January 4, 1960 at 8:20 A.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 14th day of August 1962.
 ATTEST: Harold R. Scheve, Cashier
Douglas County State Bank
 By Chester G. Jones, President

(Corp. Seal)