

72703

BOOK 124

MORTGAGE

(NO. 82C)

Douglas Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 25th day of January 1960, between  
Clarence J. Topping and Laura L. Topping, 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 1st of the first part, in consideration of the sum of  
Six thousand five 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 ~~XXXXXX~~ assigns, all the following REAL ESTATE situated in  
the County of Douglas and State of Kansas, to-wit:

Lots One (1), Two (2) and Three (3) in Block Ten (10)

in Haskell Place, an Addition to the City of Lawrence

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  
Clarence J. Topping and Laura L. Topping have this day executed and delivered  
one certain promissory note in writing to said part Y of the second part, of which the following  
~~XXXX~~ is a memorandum

Date of note January 25, 1960  
Amount of note \$6,500.00  
Maturity of note - January 25, 1961  
Interest payable semi-annually

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  
~~XXXX~~ 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 have hereunto set their hand the day  
and year first above written.

Executed in the presence of

Witnesses

Clarence J. Topping  
Laura L. Topping  
James C. Soderman

STATE OF KANSAS  
Douglas County, ss.

Be It Remembered, That on this 25th day of January A.D. 1960  
before me, the undersigned, a Notary Public,  
In and for said County and State, came Clarence J. Topping and Laura  
L. Topping, 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 26 1961

G. M. Clem Notary Public

Recorded February 9, 1960 at 4:15 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 2nd day of March 1964.

ATTEST: G. M. Clem Vice President

Douglas County State Bank  
Chester G. Jones President

(Corp. Seal)

Filed for  
Recording  
Feb 10 1964  
at  
Lawrence,  
Kansas  
By  
H. J. Jones  
Recorder

In Partial Release of Mortgage See Book 128 Page 241