

73192 BOOK 124

**MORTGAGE** **318-3** Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 13th day of April, A. D. 19 60,  
between Dale Kerr and Marjorie Kerr, 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 parties of the first part, in consideration of the sum of Two thousand and no DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, & its ~~heirs and assigns~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Lot One hundred eight (108) on Rhode Island Street in the City of 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 parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a memorandum:

Date of Note April 13, 1960  
Amount of Note \$2,000.00  
Principal and interest payable \$60.85 May 13, 1960 and \$60.85 the 13th of each month thereafter until maturity; balance at maturity  
Maturity of Note 3 years from date

NOW, if said parties of the first part shall pay or cause to be paid to said party 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, 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 party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand S, the day and year first above written.

*Dale Kerr*  
Dale Kerr

*Marjorie Kerr*  
Marjorie Kerr

48224-2-M-2-57

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 13th day of April, A. D. 19 60, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dale Kerr and Marjorie Kerr, husband and wife



who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have 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*  
Chester G. Jones, Notary Public, 19 61.

Term expires August 10, 19 61.

Recorded April 18, 1960 at 4:05 P.M.

*Harold G. Beck*  
Harold G. Beck, Registrar of Deeds, July 12, 1961.

RECEIPT. RECEIVED of Dale Kerr and Marjorie Kerr the within-named mortgagors, the sum of Two thousand and No/100 DOLLARS, in full satisfaction of the within Mortgage.

Douglas County State Bank (Corp. Seal)  
By Chester G. Jones, President

This release was written on the original mortgage entered of July 12th day of 1961  
*Harold G. Beck*  
Reg. of Deeds  
*By James B. ...*