

74208 BOOK 125

MORTGAGE (NO. 223) Doyle Legal Blanks-FORSE PRINTING CO.-Lawrence, Kansas

This indenture, Made this 22nd day of July 1960, between Harl R. Rogers and Ruth E. Rogers, 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 Five hundred forty and 41/100 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~~ <sup>SUCCESSORS</sup> and assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Thirty-five (135) on Pennsylvania 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 on 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 July 22, 1960  
 Amount of note \$540.41  
 Principal payable \$14.71 September 1, 1960 and \$15.02 the first of each month thereafter until paid in full

Signed - Harl R. Rogers

Signed - Ruth E. Rogers

Now if said party of the first part shall pay or cause to be paid to said party of the second part its SUCCESSORS, 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 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 the day and year first above written.

Executed in the presence of  
 witnesses to Harl R. Rogers  
 mark - *[Signature]*  
*[Signature]*

Witnesses

*[Signature]*  
 Harl R. Rogers  
*[Signature]*  
 Ruth E. Rogers

STATE OF KANSAS  
Douglas County, ss.  
 Be It Remembered, That on this 22nd day of July A. D. 19 60  
 before me, the undersigned Notary Public  
 in and for said County and State, came Harl R. Rogers who subscribed  
 to the foregoing instrument by mark and Ruth E. Rogers, his wife  
 to me personally known to be the same person(s) 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.

*[Signature]*  
 Chester G. Jones Notary Public

August 10 1961

This release was written on the original mortgage entered this 1st of October 1963  
*[Signature]*  
 Reg. of Deeds  
 Deputy

Recorded August 9, 1960 at 9:20 A.M.

RELEASE

*[Signature]* Register of Deeds  
 By: *[Signature]* Deputy

The note herein described having been paid in full, this mortgage is hereby released, and the lien there created discharged. As Witness my hand this 26th day of September 1963  
 ATTEST: Dorothy L. Miller, Asst. Cashier  
 (Corp Seal) Chester G. Jones President