

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 parties of the second part, of which the following is a memorandum

Date of note October 20, 1960 Maturity of note October 20, 1968
Amount of note \$2,600.00
Interest payable semi-annually.

It is understood that this instrument is a second mortgage on the above described real estate and is subject to a first mortgage dated October 11, 1960 for the sum of \$5,000.00 in favor of Douglas County State Bank, Lawrence, Kansas.

NOW, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or 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 parties 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 hands the day and year first above written.

Bill L. Davison
Bill L. Davison
Lorene M. Davison
Lorene M. Davison

68224-2M-2-57

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 20th day of October, A. D. 1960, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bill L. Davison and Lorene M. Davison, Husband and Wife,



who are personally known to me to be the same persons who executed the within instrument of writing, and such person 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.

Term expires Chester G. Jones August 10, 1961. Notary Public.

Recorded October 21, 1960 at 8:25 A.M.

Harold A. Beck Register of Deeds
By: *Janice Beem* Deputy

RECEIPT.

\$2,600.00

June 1st, 1965.

RECEIVED of Bill L. Davison and Lorene M. Davison the within-named mortgagor, the sum of Two thousand six hundred and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Dale M. Kiefer
Helen W. Kiefer

This release was written on the original mortgage entered this 1st day of June 1965.

Janice Beem
Reg. of Deeds
By: *Chas. Nantel* Deputy