

The South ten (10) Feet of Lot Twenty-nine (29) and all of Lot Thirty-one (31); and the North Ten (10) Feet of Lot Thirty-three (33) all 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 therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Party of the first part

has this day executed and delivered ONE certain promissory note in writing to said part Y of the second part, of which the following IS A MEMORANDUM

Date of note \$ Dec. 5, 1960  
Amount of note \$5,700.00  
Maturity of note - One year from date

Signed- Edgar H. Duncan

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

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand, the day and year first above written.

*Edgar H. Duncan*  
Edgar H. Duncan

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 5th day of December, A. D. 1960, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Edgar H. Duncan, a single man



who is personally known to me to be the same person 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.

*Chester G. Jones*  
Notary Public.

Term expires August 10, 1961.

Recorded January 5, 1961 at 9:45 A.M.

*Harold G. Beck* Register of Deeds

RECEIPT.

\$5,700.00

February 14, 1961.

RECEIVED of Edgar H. Duncan the within-named mortgagor, the sum of Fifty-seven hundred and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Attest Harold H. Scheve, Cashier

Douglas County State Bank  
By Chester G. Jones, President

(Corp. Seal)

This release was written on the original mortgage entered this 14th day of February 1961

*Harold G. Beck*  
Reg. of Deeds

*By Janice Beem*  
Mortg.