

76805 BOOK 128

MORTGAGE

210-2

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THIS INDENTURE, Made this 9th day of May, A. D. 19 61,  
between Wiley S. Mitchell and Gwendolyn Mitchell, husband and wife

of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank  
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  
Thirty two thousand and ----- 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 ----- assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

The North 120 feet of the East 83.8 feet of Lot 14 in Westwood, an  
addition to the City of Lawrence

Also,

Lots 87 & 88 in Fairgrounds addition, an addition to the City of  
Lawrence, subject to easements and restrictions of record.

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

has 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 May 9, 1961  
Amount of note \$32,000.00  
Mty. of note Nov. 9, 1971

Principal payable \$17,000.00 plus interest November 9, 1961  
Thereafter Principal & Interest payable \$162.79 December 9, 1961  
and \$162.79 the 9th of each month thereafter until paid in full.  
Interest shall first be deducted from each payment and the balance  
applied to reduction of principal.

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

Wiley S. Mitchell  
Wiley S. Mitchell  
Gwendolyn Mitchell  
Gwendolyn Mitchell

For Partial Release See Book 129 Page 220  
for Partial Release See Book 129 Page 329 (Re Recording 6-29-20)