

78657 BOOK 129

## MORTGAGE

§10-2 Grass & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 20th day of October, A. D. 1961, between Domingo Ricart and Margarita Ricart, 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 Six thousand five hundred and no DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part y of the second part, & its assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The North Fifty Feet (N 50 ft) of Lot Nine (9) and the West Twenty-five (W 25 ft) Feet of the North Fifty Feet (N 50 ft) of Lot Seven (7) on Sixth (6th) Street (Formerly Pinckney 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 ha ve 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

Amount of note - \$6,500.00  
Date of Note - October 20, 1961  
Maturity of note - October 20, 1964  
Principal payable (Including Interest) \$75.00 December 1, 1961 and \$75.00 the first of each month thereafter until maturity with the entire remaining principal due at maturity. The interest shall first be computed and deducted from the monthly payment and the balance applied toward reduction of the principal.

NOW, If said parties 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 y of the second part shall be entitled to the possession of said premises.

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

*Domingo Ricart*  
Domingo Ricart  
*Margarita Ricart*  
Margarita Ricart

State of Kansas, County, ss.

BE IT REMEMBERED, That on this 20th day of October, A. D. 1961, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Domingo Ricart and Margarita Ricart, Husband and Wife

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

*U. M. Clem*  
U. M. Clem, Notary Public.  
August 26, 1965

Term expires

Recorded November 1, 1961 at 1:50 P.M.

\$6,500.00

RECEIPT.

July 7, 1965.

RECEIVED OF Domingo Ricart and Margarita Ricart the within-named mortgagors, the sum of Sixty Five Hundred - - - - - and no/100 DOLLARS in full satisfaction of the within Mortgage.

Attest: Joseph Kelly, Cashier  
(Corp. Seal)

Douglas County State Bank, Lawrence, Kansas  
By Harold R. Scheve Vice Pres. & Trust Officer

This release was written on the original mortgage entered this 7 day of July 1965

*James Beam*  
Reg. of Deeds  
*By: John Dauter*  
Deputy