

MORTGAGE BOOK 130 79115

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THIS INDENTURE, Made this 18th day of December, A. D. 1961,  
between Oral A. Paxton and Mary E. Paxton, 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  
Seven thousand and no/100 ----- and ----- 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 ~~XXXXXX~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

Lot Number Eighty-two (82) on Ohio 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 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 - \$7,000.00  
Date of note - December 18, 1961  
Maturity of note - 15 years from date of note  
Principal and interest payable, \$59.07 January 18, 1962 and \$59.07 the  
eighteenth day of each and every month thereafter until maturity; with the  
entire remaining balance due at maturity. From each payment there shall  
first be computed and deducted the interest and the remainder of such  
payment shall be 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  
~~XXXXXX~~ 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 have hereunto set their  
hands, the day and year first above written.

*Oral A. Paxton*  
Oral A. Paxton  
*Mary E. Paxton*  
Mary E. Paxton

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of December, A. D. 1961, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,  
came Oral A. Paxton and Mary E. Paxton, Husband and Wife

who are personally known to me to be the same persons who executed the within instru-  
ment of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
seal, the day and year last above written.

Term expires

August 10  
1965

*Chester G. Jones*  
Chester G. Jones

*Notary Public*  
Notary Public

Recorded December 19, 1961 at 3:05 P.M.

*Harold A. Beck* Register of Deeds