

79505 BOOK 130

## MORTGAGE

310-3

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)THIS INDENTURE, Made this 2nd day of February, A. D. 1962  
between John W. Banks and Margaret A. Banks, Husband and Wifeof 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 Sixty eight hundred 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, and its assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Lot Ten (10) in Block Six (6) in Homewood Gardens, an Addition to 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 party of the second part, of which the following is a memorandum:

Date of note	February 2, 1962
Amount of note	\$6,800.00
Maturity of note	February 2, 1972

Principal and interest payable \$77.22 April 5, 1962 and \$77.22 the 5th day of each month thereafter until maturity; balance at maturity.

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.

*John W. Banks*  
John W. Banks  
*Margaret A. Banks*  
Margaret A. Banks