

80196

BOOK 130

MORTGAGE

(NO. 32C)

Boyle Legal Blanks—FORRE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 17th day of April 1962, between
Julius Driscoll and Josephine Driscoll, 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
Sixty five hundred and no/100 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 ~~heirs and assigns~~ assigns, all the following REAL ESTATE situated in
 the County of Douglas and State of Kansas, to-wit:

Lot One Hundred (100) on Vermont 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 party of the second part, of which the following is a memorandum:

Date of note	April 17, 1962
Amount of note	\$6,500.00
Maturity of note	April 17, 1967

Prin. & Int. payable \$90.00 May 17, 1962, and \$90.00 the 17th of each month thereafter until maturity; bal. at mty. Interest shall first be deducted from each of said payments 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 party of the second part heirs or 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, and 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, 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 hand the day and year first above written.

Executed in the presence of

Witnesses
Julius Driscoll
Josephine Driscoll

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 17th day of April A. D. 19 62
 before me, Chester G. Jones, a Notary Public
 in and for said County and State, came Julius and Josephine Driscoll
Husband and Wife
 to me personally known to be the same persons who executed the within instrument of writing,
 and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of the day and year last above written.

My Commission expires August 10 19 65

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
 As Witness my hand this _____ day of _____ 19 _____

Recorded April 19, 1962 at 9:40 A.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 2nd day of September, 1969.
Joseph Kelly
 Douglas County State Bank, a corporation
 Vice President and Cashier

Russell A. Watkins
 Vice President

This release was written on the original mortgage entered this 5th day of September 1969.

James Beam
 Reg. of Deeds