

For Partial Release See Book 138 Page 278
For Partial Release of Mortgage See Book 136 Page 593

MORTGAGE	80500	(NO. 52C)	Boyles Legal Blanks—FORE PRINTING CO.—Lawrence, Kansas
BOOK 131			
This Indenture, Made this <u>seventh</u> day of <u>May</u> 19 <u>62</u> , between			
<u>Robert D. Burgess and Evelyn Leona Burgess, his wife; Charles W. Smith and Ardith A. Smith, his wife</u>			
of	<u>Douglas</u>	County, in the State of <u>Kansas</u>	of the first part, and
	<u>Douglas County State Bank, a Corporation</u>		
of	<u>Douglas</u>	County, in the State of <u>Kansas</u>	of the second part:
Witnesseth, That said parties of the first part, in consideration of the sum of			
Ten thousand two hundred fifty 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 parties assigns, all the following REAL ESTATE situated in			
the County of <u>Douglas</u> and State of <u>Kansas</u> , to-wit:			
Beginning Three Hundred (300) feet North and Forty (40) feet West of the Southeast corner of the Southwest Quarter of Block Forty-six (46), West Lawrence, thence West One Hundred Twenty-five (125) feet, thence South One Hundred Eighty-three (183) feet, thence East One Hundred Twenty-five (125) feet, thence North One Hundred Eighty-three (183) feet to the point of beginning, all in the Southwest Quarter of Block Forty-six (46), West Lawrence, in the City of Lawrence, Kansas, referred to for convenience as Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in the Southwest Quarter of Block Forty-six (46), West Lawrence, in Douglas County, Kansas;			
Also:			
Lot forty-seven (47) on New York 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	May 7, 1962		
Amount of Note	\$10,250.00		
Maturity of Note	May 7, 1969		
Principal and Interest payable \$150.00 June 7, 1962, and \$150.00 the 7th day of each month thereafter until maturity; Balance at maturity. From each payment interest shall first be deducted and remainder 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 & 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, 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	
		<u>Robert D. Burgess</u> <u>Evelyn Leona Burgess</u> <u>Charles W. Smith</u> <u>Ardith A. Smith</u>	