

80828 BOOK 131

MORTGAGE

310-2

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THIS INDENTURE, Made this 19th day of June, A. D. 1962,
between
William K. Ely and Freida A. Ely, 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 party of the first part, in consideration of the sum of
Thirty seven hundred forty 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 heirs and assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:

Lots Nos. 177, 178, 179 and 180 in Fairfax, an addition to the City of Lawrence, also commencing at the Southeast corner of Lot 177 in Fairfax Addition to the City of Lawrence in South West Quarter in Section 32, Township 12, Range 20 East: thence East 25 feet, thence South 50 feet, thence West 157 1/2 feet, thence North 50 feet, thence East to point of beginning, all in Douglas County, Kansas.

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

Amount of note \$3,740.00
Date of note: 6-19-62
Maturity of note: 6-19-69
Principal and interest payable \$60.00 July 19, 1962 and \$60.00 the 19th of each month thereafter until maturity;
Balance at maturity: From each monthly payment, interest shall first be deducted and the 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, and its 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, 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.

William K. Ely

Freida A. Ely

For Partial Release of Mortgage See Book 136 Page 396