

Reg. No. 18,117

Fee Paid \$18.75

MORTGAGE

81780

(NO. 52C)

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This Indenture, Made this 10th day of September, 1962, between
William Owen Mitchell and Maude Mitchell, 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 five hundred and no/100----- DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
 said part of the second part, and its ~~husband~~ assigns, all the following REAL ESTATE situated in

the County of Douglas and State of Kansas to-wit:
 Tract I: All that part of the Southeast Quarter of Section Ten (10), Township Twelve
 (12) South, Range Nineteen (19) East lying North of right of way of the Atchison, Topeka
 and Santa Fe Railway, in Douglas County, Kansas.

Tract II: Beginning on the South line of the Northeast Quarter of Section Ten (10),
 Township Twelve (12), Range Nineteen (19), 13 chains and 98 links West of the Southeast
 Corner of said Quarter Section, thence North 9 chains, thence West 11 chains and 11 links,
 thence South 9 chains to the South line of said Quarter Section 14 chains and 91 links East
 of the Southwest corner of said Quarter Section, thence East 11 chains and 11 links to
 beginning containing 10 acres, more or less, also beginning at the Southwest corner of
 the Northeast Quarter of Section Ten (10), Township Twelve (12), Range Nineteen (19),
 thence North 40 chains to the Northwest corner of said Quarter Section, thence East on
 the North line 14 chains and 91 links, thence South 40 chains to the South line of said
 Quarter Section, thence West 14 chains and 91 links to beginning, containing 59.64 acres,
 more or less, less tract deeded to Douglas County Kaw Drainage District as described
 in Deed Book 137 on Page 420 in the records of the Register of Deeds of Douglas County,
 Kansas; all in Douglas County, Kansas.

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-
 tenances 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 parties of the second part, of which the following
 is a memorandum:

Date: September 10, 1962

Maturity: September 10, 1967

Payable \$600.00 plus interest March 10, 1963; \$600.00 plus interest Sept. 10,
 1963 and \$600.00 plus interest the 10th day of March and September of each
 succeeding year thereafter until maturity. Balance at maturity.

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 or sums and interest thereon, shall, and by these presents,
 become due and payable, and said parties 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

William Owen Mitchell
 William Owen Mitchell

Maude Mitchell
 Maude Mitchell