

MORTGAGE **82440** BOOK 132 (NO. 52C) Boyles Legal Blanks-FOREE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 2nd day of November 1962, between Solomon S. Spector and Betty Spector, 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:

Wesnesseh, That said part of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part, & its ~~beneficiary~~ assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 30 feet South of a stone marker located in the Southwest Quarter of Section No. Thirty-six (36), Township Twelve (12), South, Range Nineteen, East in the center of a public road 16.625 chains West of the Northeast corner of the South half of the Southwest Quarter of said Section Thirty-six (36), thence from said point of beginning above described South 89 degrees, 30 minutes West and parallel with the center of said public road 135 feet to an iron pin; thence due South 100 feet to an iron pin; thence due East and parallel with the center of said public road 135 feet to an iron pin; thence due North 101.40 feet more or less to the point of beginning, being the same as Lot One (1), in Spencer Heights, an Addition to the City of Lawrence

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appurtenances therunto 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 part y of the second part, of which the following IS PA MEMORANDUM

Date of note November 2, 1962
Amount of note \$3,000.00
Maturity of note - five years from date
Principal payable, \$500.00 November 2, 1963 and \$500.00 November 2nd of each year thereafter until maturity with entire remaining balance due at maturity.
Interest payable semi-annually

Signed-Solomon S. Spector

Betty Spector

Now, if said part ies of the first part shall pay or cause to be paid to said part y of the second part & its ~~beneficiary~~ 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 part y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand the day and year first above written.

Executed in the presence of

Witnesses

Solomon S. Spector
Solomon S. Spector
Betty Spector
Betty Spector