

MORTGAGE 82998 BOOK 133 (MO. 52C) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this Fourth day of January 1963, between  
Bernard LeRoy Miller and Helen M. Miller, husband and wifeof 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  
Five thousand and no/100 ----- DOLLARS  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto  
said parties of the second part, their heirs and assigns, all the following REAL ESTATE situated in  
the County of Douglas and State of Kansas, to-wit:Lots 17 and 18, in the Subdivision of a portion of Block 31, in  
West Lawrence, in the City of Lawrence, and also a tract described  
as follows: Beginning 195 feet East of the Southwest corner of  
Block 31, in that part of the City of Lawrence known as West Lawrence;  
thence North 180 feet; thence East 95 feet; thence South 180 feet;  
thence West 95 feet to point of beginning, all in Douglas County,  
KansasTo 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  
Bernard LeRoy Miller and Helen M. Miller 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 a memorandum:

Date: January 4, 1963

Amount: \$5,000.00

Maturity: July 5, 1968, payable \$90.00 per month including interest  
beginning February 5, 1963

Interest: 6% from date

Now, if said parties of the first part shall pay or cause to be paid to said part Y of the second part its  
~~heirs~~ 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 parties of the first part have hereunto set their hand the day  
and year first above written.

Executed in the presence of

Witnesses

Bernard LeRoy Miller  
Bernard LeRoy MillerHelen M. Miller  
Helen M. Miller