

84470 BOOK 134

MORTGAGE

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THIS INDENTURE, Made this 11th day of June, A. D. 1963,

between John H. Emick and Eugenia J. Emick, 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

Fifteen thousand----- 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, & its assigns, all the following-described real estate, situated in Douglas & Leavenworth County and State of Kansas, to wit:

The South one-half (S 1/2) of Lot Forty-eight (48) less the South One (1) foot thereof on Vermont Street, in the City of Lawrence, Douglas County, Kansas

Also:

Tract I. Beginning at the Southeast corner of the North One-half of the Southeast Quarter of Section Sixteen (16), Township Twelve (12), Range Twenty (20), Douglas County, Kansas; Thence West in and along the South line of the North One-half of said Southeast Quarter 380.6 feet, more or less; thence East 380.6 feet more or less to the East line of said Section Sixteen (16); thence South on the Section line 150 feet to the point of beginning, less land to the Union Pacific Railroad and less land taken by Highway No. 40 and less land taken by Highway No. 24 (recorded in Book 140, page 26). Contains 0.607 acres more or less

Tract II. Beginning at a point on the Section line 150 feet North of the Southeast corner of the North Half of the Southeast quarter of Section 16, Township 12, Range 20, Douglas County, Kansas; thence West 260 feet, thence North 80 feet; thence East 260 feet to the East line of said Section 16; thence South 80 feet to the place of beginning; less land taken by Highway No. 24 (recorded in Bk 140, page 26) contains 0.228 acres, more or less

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 June 11, 1963

Amount of note \$15,000.00

Maturity of note - ten years from date

Principal and interest payable \$166.54 July 11, 1963 and \$166.54 the 11th day of each month thereafter until maturity; Balance at maturity. From each of said installments, 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 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 part 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.

John H. Emick

Eugenia J. Emick