

MORTGAGE 85600 BOOK 135 310-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 13th day of September, A. D. 1963,  
between Leo B. Wenger and Peggy I. Wenger, 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 part 1<sup>st</sup> of the first part, in consideration of the sum of  
Twelve thousand five hundred-----and no DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part 2<sup>nd</sup>  
of the second part, & its ~~heirs~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

Beginning at a point 500.59 feet South of the Northeast Corner of the  
Southwest Quarter of Section 34, Township 12 South, Range 19; thence  
West 200 feet; thence South 241 feet; thence East 200 feet; thence  
North 241 feet to the point of beginning, less the East 35 feet  
thereof for a roadway

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 part 2<sup>nd</sup> of the  
second part, of which the following IS A MEMORANDUM

DATE OF NOTE Sept. 13, 1963  
AMOUNT OF NOTE \$12,500.00  
Maturity of note 15 years from date  
Principal and interest payable \$105.49 October 13, 1963 and \$105.49  
the 13th day of each month thereafter until maturity; balance at maturity.  
From each installment interest shall first be deducted and the remainder  
applied toward reduction of the principal.

NOW, If said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>nd</sup> of the second part, & 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 part  
of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their  
hand S, the day and year first above written.

*Leo B. Wenger*  
Leo B. Wenger

*Peggy I. Wenger*  
Peggy I. Wenger

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of September, A. D. 1963, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,  
came Leo B. Wenger and Peggy I. Wenger, Husband and Wife

who are personally known to me to be the same person S who executed the within instru-  
ment of writing, and such person S duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial  
seal, the day and year last above written.

Term expires

*Chester G. Jones*  
Chester G. Jones, Notary Public.  
August 10, 1965

recorded September 18, 1963 at 1:20 P.M.

*Recorded* Register of Deeds