

MORTGAGE

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Hall Litho. Co., Topeka

THIS INDENTURE, Made this

day of DEC 2 - 1963

A. D. 19

between Florence B. Andes and John P. Andes, her husband

of Douglas County, in the State of Kansas

, of the first part

and THE TOPEKA MORRIS PLAN COMPANY A Kansas Corporation

of Shawnee

County, in the State of

Kansas

, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (\$6399.00)

Sixty-three Hundred Ninety-nine and no/100-----and-----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 heirs and assigns, all the following described Real Estate,

situated in Douglas

County, and State of

Kansas

to wit:

The North Half of Lot Five (5), and all of Lots Six (6), Seven (7), and Eight (8), in Block Nineteen (19), in the City of Leecompton, in Douglas County, Kansas.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except none and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Sixty-three Hundred Ninety-nine and no/100-----DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Florence B. Andes and John P. Andes, her husband

have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following copy is in the amount of (\$6399.00) Sixty-three Hundred Ninety-nine and no/100 Dollars and payable according to the terms of said note.

NOW, If said parties of the first part shall pay or cause to be paid to said party 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, or if insurance premiums are not paid when due, 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 party 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.

Florence B. Andes

John P. Andes

ATT. REV. 9-54
45372 SM 4-62

STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1963 before me, the undersigned, a Notary Public in and for the County and State

aforesaid, came Florence B. Andes and John P. Andes, her husband

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have 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 July 15, 1967

Rachael J. Gilbert

Notary Public.

ASSIGNMENT

Recorded December 8, 1963 at 10:30 A. M.

\$ 6399.00

RECEIPT

RECEIVED of Florence B. Andes and John P. Andes, her husband the within named mortgagors, the sum of Six Thousand Three Hundred Ninety Nine and no DOLLARS, in full satisfaction of the within mortgage.

(Corp Seal)

By M. H. Lewis, Jr. Vice-President

October 29, 1965.