

MORTGAGE

88443

BOOK 138

(NO. 82C)

Boyle Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 2nd day of July, 1964, between

Orville E. Cearfoss and Ruth Anna Cearfoss, 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 Three Thousand and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, and its assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

Lots Nine (9) and Ten (10) less the North Sixty (60) feet of said lots in Block One (1) of Cranson's Subdivision of Block Fifteen (15) of Babcock's Enlarged Addition to the City of Lawrence, in Douglas County, Kansas.

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: July 2, 1964
Amount: \$3000.00
Maturity: Three years (Principal and Interest payable \$91.27 August 1, 1964, & \$91.27 the first day of each month thereafter until maturity; balance at maturity. From each installment interest shall first be deducted & 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 & 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, 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 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 hand the day and year first above written.

Executed in the presence of

Witness

Orville E. Cearfoss

Ruth Anna Cearfoss