

Reg. No. 19,792
Fee Paid \$52.50

BOOK 138 58736 MORTGAGE

THIS INDENTURE, Made this 29th day of July, 1964, between Bruce E. Yeakel and Janet J. Yeakel, husband and wife of Douglas County, in the State of Kansas of the first part, and Douglas County State Bank, Lawrence, Kansas, a corporation of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-Five 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:

Beginning at a point 1469.46 feet South and 930.20 feet West of the Northeast Corner of the Southwest Quarter of Section 34, Township 12 South Range 19 East; thence North, parallel to the East line of said quarter, 234.14 feet; thence West, parallel to the North line of said quarter, 186.00 feet; thence South, parallel to the East line of said quarter, 234.14 feet; thence East, parallel to the North line of said quarter, 186.00 feet to the point of beginning; less 35 feet for a road right-of-way along the South line and less 30 feet for a road right-of-way along the West line thereof; all in Douglas County, Kansas, ALSO

Beginning at a point 1469.46 feet South and 1116.20 feet West of the Northeast corner of the Southwest Quarter of Section 34, Township 12 South Range 19 East; thence North, parallel to the East line of said quarter, 234.14 feet; thence West, parallel to the North line of said quarter, 186.00 feet; thence South, parallel to the East line of said quarter, 234.14 feet; thence East, parallel to the North line of said quarter, 186.00 feet to the point of beginning; less 35 feet for a road right-of-way along the South line and less 30 feet for a road right-of-way along the East line thereof; all 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 Bruce E. Yeakel and Janet J. Yeakel 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 29, 1964
Amount: \$25,000.00
Maturity: July 29, 1965

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, or its assigns, said sum of money in the above described note, 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.

Bruce E. Yeakel

Janet J. Yeakel