

MORTGAGE

89601

BOOK 139

(NO. 22C)

Boyer Legal Blanks—FORES PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 8th day of October 1964, between
William K. Ely and Freida A. Ely, 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
Thirty Six Hundred 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 ~~heirs and assigns~~ assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas, to-wit:

Lots Nos. 177, 178, and 179 in Fairfax, an addition to the City of
Lawrence; also commencing at the Southeast corner of Lot 177 in
Fairfax Addition to the City of Lawrence in South West Quarter in
Section 32, Township 12, Range 20 East; thence East 25 feet, thence
South 50 feet, thence West 157 1/2 feet, thence North 50 feet, thence
East to point of beginning, all in Douglas County, Kansas

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-
tenances 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:	October 8, 1964
Amount:	\$3,600.00
Maturity:	6 years (Principal and interest payable \$60.00 November 19, 1964, and \$60.00 the 19th 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 parties of the first part shall pay or cause to be paid to said party of the second part & its
~~heirs and assigns~~ 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

Witnesses

William K. Ely

Freida A. Ely