

MORTGAGE

89718 BOOK 139

(NO. 230)

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

This indenture, Made this 20th day of October 19 64, between

Charles F. Fisher and Erma C. Fisher, 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 Sixteen Thousand Five 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:

Beginning at a point 1170 feet West and 288 feet South of the Northeast corner of the Southeast Quarter of Section 35, Township 12 South, Range 19 East of the Sixth Principal Meridian; thence West 125 feet; thence South 150 feet; thence East 125 feet; thence North 150 feet to the point of beginning.

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:	October 20, 1964
Amount:	\$16,500.00
Maturity:	15 years (Principal and interest payable \$125.00 March 15, 1965 and \$125.00 the 15th 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 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 become 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

Charles F. Fisher  
Charles F. FisherErma C. Fisher  
Erma C. Fisher