

MORTGAGE

(MO. 23C)

This Indenture, Made this 3rd day of May, 1965, between
Marvin H. Metzger and Joan Metzger, his 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
Fifteen 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 ~~heirs and assigns~~ assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas, to-wit:

Lot 9 and the East 2 feet of Lot 8, of B. F. Smith's Subdivision
of Lots 16, 17, 18 and 19 of Block 15, of Babcock's Enlarged
Addition to the City of Lawrence, and of Lots 12 and 13 of Block 3,
of Cranson's Subdivision of Block 15, of Babcock's Enlarged
Addition to the City of Lawrence, in Douglas County, Kansas

also,

The East 35 feet of Lot 3, and all of Lot 4, in Block 9, in Sunset
Hill Estate Subdivision, an 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 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:	May 3, 1965
Amount:	\$15,000.00
Maturity:	10 Years (Principal and interest payable \$166.54 August 3, 1965 and \$166.54 the 3rd 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

Marvin H. Metzger

Joan Metzger

Douglas County, ss.	
Be It Remembered, That on this <u>3rd</u> day of <u>May</u> , A.D. 19 <u>65</u>	
before me, <u>Harold R. Schave</u> , a Notary Public	
in and for said County and State, came <u>Marvin H. Metzger and Joan Metzger,</u>	
<u>his wife</u>	
to me personally known to be the same person who executed the within instrument of writing,	
and duly acknowledged the execution of the same.	
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the	
day and year last above written.	
My Commission expires <u>June 28</u> 19 <u>67</u>	<u>Harold R. Schave</u> Notary Public

Recorded May 7, 1965 at 9:47 A.M.

Janice Beam Register of Deeds