

MORTGAGE (NO. 512)

BOOK 140 1185

This Indenture, Made this 1st day of May 1965, between Eugene E. Edgerton and Charlene Faye Edgerton, 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 Seventy 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:

Lot Nine (9), in Block Six (6), in Homewood Gardens, an Addition to the City of Lawrence, 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:	May 1, 1965
Amount:	\$7,500.00
Maturity:	12 years (Principal and interest payable \$73.19 July 1, 1965, and \$73.19 the 1st 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 or 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

Eugene E. Edgerton
Eugene E. Edgerton

Charlene Faye Edgerton
Charlene Faye Edgerton

NOTARY PUBLIC

Douglas County, Kansas

Be It Remembered, That on this 1st day of May A.D. 1965 before me, the undersigned, a Notary Public in and for said County and State, came Eugene E. Edgerton and Charlene Faye Edgerton, husband and wife to me personally known to be the same persons 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 August 26 1965

G. M. Clem
G. M. Clem Notary Public

Recorded May 11, 1965 at 8:34 A.M.

Janice Beem Registrar of Deeds