

473  
473  
Reg. No. 1,239  
Fee Paid \$12.50

MORTGAGE (NO. 52C)

BOOK 143

This Indenture, Made this 29th day of April 1966, between J. M. Casebier and Maryruth C. Casebier, husband and wife of Douglas County, in the State of Kansas of the first part, and Douglas County State Bank, a Corporation, Lawrence, Kansas 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 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 heirs and assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

Lot Fifty Five (55), in Block Three (3), in Babcock Place, an Addition to the City of Lawrence.

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: April 29, 1966  
Amount: \$5,000.00  
Maturity: 5 Years (Principal and interest payable \$96.67 June 1, 1966 and \$96.67 on 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  
J. M. Casebier  
Maryruth C. Casebier

Douglas County, Kansas

Be It Remembered, That on this 29th day of April A. D. 1966 before me, Harold R. Schave, a Notary Public in and for said County and State, came J. M. Casebier and Maryruth C. Casebier 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 June 28, 1967 19

Harold R. Schave Notary Public

Recorded May 12, 1966 at 2:11 P.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 2nd day of July 1969

ATTEST Russ Watkins (Corp. Seal) Douglas County State Bank Vice President

By: Dorothy A. Rooney Assistant Vice President

Yanice Boon Register of Deeds

This release was written on the original mortgage entered on July 8th 1969