

10681

MORTGAGE

BOOK 143

THIS INDENTURE, made this 28th day of September, 1967, between Billy B. Vantuyl and Dorothy E. Vantuyl, husband and wife, of Douglas County, in the State of Kansas of the first part, and George Criss and Lorena Ella Criss, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, 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 parties of the second part, or the survivor, all the following real estate situated in the County of Douglas and State of Kansas, to-wit:

The East 60 acres of the South Half of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter, all in Section 32, Township 13 South, Range 20 East, of the 6th Principal Meridian, in Douglas County, Kansas, containing 100 acres more or less, subject to public roads.

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 first parties have this day executed and delivered their certain promissory note in writing to said parties of the second part, of which the following is a copy:

NOTE

\$15,000.00                      Lawrence, Kansas                      September 28, 1967

As stated, after date, for value received, we, the undersigned promise to pay to the order of George Criss and Lorena Ella Criss, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, at the Douglas County State Bank of Lawrence, Kansas, the sum of \$15,000.00 with interest at 6% per annum until paid from October 1, 1967.

Said sum is payable as follows: \$1,500.00 on October 1, 1968, and \$1,500.00 on the first day of October of each year thereafter until the full principal balance is paid. Interest is to be paid annually on the unpaid balance on each principal payment date.

The makers hereof shall have the privilege of making additional principal payments at any time without penalty.

Upon default in any payment when due, all remaining payments shall become immediately due and payable at the option of the holder hereof. The makers, endorsers and guarantors hereby waive presentment, demand, notice and protest.

This note is secured by a real estate mortgage of even date on the real property described as:

for Satisfaction of Mortgage see Book 156 Page 327