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MORTGAGE BOOK 149

NO. 320

This Indenture, Made this 29th day of December 1967 between John B. Harris and Dorothy R. Harris, 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 Thirty Seven 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, heirs and assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

The East Half of the Northwest Quarter of Section Twenty-three (23) Township Twelve (12) South of Range Nineteen (19) East of the Sixth Principal Meridian, less the following described tract: Beginning at a point on the North line of said Section 23, 237.0 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter; thence South parallel with the West line of said Northeast Quarter, 945.0 feet; thence East parallel with the North line of said Northeast Quarter, 208.71 feet; thence North parallel with the West line of said Northeast Quarter, 945.0 feet; thence West along the North line of said Northeast Quarter, 208.71 feet, to the point of beginning, containing 4.53 acres; Also less Tract No. 32-9, Tract No. 32-9A and Tract No. 32-9B taken for highway purposes in District Court Action No. 20506, entitled in the Matter of Condemnation of land for Turnpike Project.

The mortgagor may pay the entire amount of said indebtedness at any time with the accrued interest and may obtain a release from the mortgagee of any part of said tract upon payment of a sum satisfactory to mortgagee.

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 a certain promissory note in writing to said party of the second part, of which the following XXXXXXXXXXXXXXXX

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part 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

John B. Harris
Dorothy R. Harris

Douglas County

Be It Remembered, That on this 29th day of December A.D. 1967 before me, Harold R. Scheve, a Notary Public in and for said County and State, came John B. Harris and Dorothy R. Harris 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 1971 Harold R. Scheve Notary Public

Recorded January 3, 1968 at 11:00 A.M.

Janice Booms Register of Deeds