

12005 BOOK 149

MORTGAGE

(NO. 22)

This Indenture, Made this 31st day of January 1968, between
Jerry D. Scrudder and Violet Scrudder, 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
Two Thousand Three Hundred Sixty and 16/100 DOLLARS
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said part Y of the second part, its heirs and assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas to-wit:

Lots Thirteen (13) and Fourteen (14), in Block Eighteen (18) in the City of Eudora.

Restrictions: These Lots must be used for residence purposes only, with a house
of not less than 850 feet square of floor space, excluding porches, garages, and
basement. House and/or garage must be not less than 34 feet from Walnut Street, nor
less than 10 feet from either North or South Lot lines. It shall not be permissible to
move a house, buildings or trailer house onto these Lots, nor to live in basement house
only.

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 part Y of the second part, of which the following
xxx copy

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

Jerry D. Scrudder
Jerry D. Scrudder

Violet Scrudder
Violet Scrudder