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Reg. No. 2,831  
Fee Paid \$112.50

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MORTGAGE

(MO. 52C)

BOOK 149

This Indenture, Made this 4th day of April 1968, between  
Kenneth R. Holladay and Elisabeth K. Holladay, 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 part of the first part, in consideration of the sum of  
Forty-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, its heirs and assigns, all the following REAL ESTATE situated in  
the County of Douglas and State of Kansas, to-wit:

Lots Three (3), Five (5), Six (6), Seven (7), Eight (8),  
Nine (9) and Ten (10), in Block Six (6), and all of Blocks  
Twenty-one (21), Thirty-two (32), Forty-seven (47) and  
Fifty-eight (58), in the City of Eudora.

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 Kenneth R.  
Holladay and Elisabeth K. Holladay, husband and wife have this day executed and delivered  
certain promissory note in writing to said party of the second part, of which the following

XXXXXXXXXXXX

Now, if said part i.e. 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 hands the day  
and year first above written.

Executed in the presence of

*[Signature]*

Witnesses

*Kenneth R. Holladay* M.D.  
Kenneth R. Holladay  
*Elisabeth K. Holladay*  
Elisabeth K. Holladay

Be It Remembered, That on this 4th day of April A. D. 1968  
before me, George M. Clem, a Notary Public  
in and for said County and State, came Kenneth R. Holladay and  
Elisabeth K. Holladay, husband and wife  
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 August 26 1969

*G.M. Clem* Notary Public

Recorded April 5, 1968 at 8:10 A.M.

*Jamie Beem*

Register of Deeds

For Assignment See Book 152 Page 423