

FORM NO. 1118 CLASS E

Damage Stationery Co. 222 Walnut, Kansas City, Mo.

13344

Kansas Mortgage

BOOK 150

This Mortgage, Made this

day of June

in the

year of Our Lord One Thousand Nine Hundred Sixty-Eight

by and between Joseph Gelb and

Elizabeth Gelb, husband and wife,

of the County

of Johnson and State of Kansas parties of the first part, and
Albert C. Schwarz and Neva E. Schwarz, husband and wife,
as joint tenants and not tenants in common, parties of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of THIRTY-ONE THOUSAND and NO/100-----DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The north half of and the southeast quarter of the southeast quarter of Section Five (5); and 45 acres in the northeast 1/4 of Section Five (5) described as follows: Commencing at the southeast corner of northeast 1/4 of Section Five (5); thence west 90 rods; thence north 80 rods; thence east 90 rods; thence south 80 rods to beginning; and the south half of the northwest quarter of the northwest quarter of the southeast 1/4 of Section Four (4), all in Township Fifteen (15), Range Nineteen (19), in Douglas County, Kansas.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Joseph Gelb and Elizabeth Gelb the said parties of the first part have this day made, executed and delivered to the said parties of the second part their Promissory Note of even date herewith, of which the following is a true copy:

\$31,000

PROMISSORY NOTE

June, 1968

For value received we promise to pay Albert C. Schwarz and Neva E. Schwarz, husband and wife, as joint tenants, and not as tenants in common, or order the sum of Thirty-One Thousand and no/100 (\$31,000) Dollars, with interest from December 1, 1968, at the rate of Six (6%) percent per annum, at the office of beaver in Baldwin City, Kansas, in annual installments, payable as follows, to-wit: \$1,550 plus interest on the 1st day of December 1969, and \$1,550 plus interest on the unpaid balance of the principal sum on the 1st day of each succeeding December thereafter until the whole sum named is fully paid. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay two or more installments at any time after January 1, 1969.

Joseph Gelb

Elizabeth Gelb