

227

Reg. No. 4,580
Fee Paid \$37.50

20555

BOOK 156 20555

THIS INDENTURE, Made this 19 day of March A. D. 1970, between McConnell Lumber Co., Inc. a Corporation

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 Y of the first part, in consideration of the sum of Fifteen thousand and no/100----- and ----- DOLLARS, the receipt of which is hereby acknowledged, do ES by these presents, Mortgage and Warrant unto said part Y of the second part, all the following-described real estate, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in Douglas County and State of Kansas, to wit:

Lot Four (4), Block A. of Davis Wiggins addition #2 and replot of Lots Two (2), Three (3), Four (4), and Five (5) in Block Six (6), Lot One (1) in Block Three (3) of Davis Wiggins addition in Lawrence, Kansas.

for the purpose of securing payment of the aforementioned sum, according to the terms hereof and the terms and conditions of certain promissory note executed and delivered this date by part Y of the first part to part Y of the second part, of which the following

NOW, if said part Y 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, or 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 shall be and remain payable at the option of the holder hereof, and said part Y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand, the day and year first above written.

McConnell Lumber Co., Inc.
by: Howard McConnell
Howard McConnell Pres.

Attest: Donald McConnell
Donald McConnell Sec'y-Treas.

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 19 day of March A. D. 1970, before me, the undersigned, a notary public in and for the County and State aforesaid, came Howard McConnell President of McConnell Lumber Co., Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Donald McConnell Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my notary Seal the day and year last above written.

June 30 1971

Joseph Kelly
Joseph Kelly Notary Public

Recorded March 30, 1970 at 9:15 A.M.

RECEIPT.

July 14, 1970

RECEIVED of McConnell Lumber Co., Inc., a corporation the within-named mortgagor, the sum of Fifteen Thousand and no.100----- DOLLARS, in full satisfaction of the within Mortgage.

Attest: Joseph Kelly

(Corp. Seal)

Douglas County State Bank
G. M. Clem Exec Vice Pres.

This release
was written
on the original
mortgage
dated
this 15th day
of July
1970

Yanice Beem
Reg. of Deeds