

309

Reg. No. 5,144
Fee Paid \$7.50

MORTGAGE

22974

(NO. 52C)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

BOOK 158

This Indenture, Made this 30 day of November 1970, between

Raymond H. Monroe, a single person

of Douglas County, in the State of Kansas of the first part, and

Edna E. Clark

of Denver County, in the State of Colorado of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of
Three Thousand \$3,000.00 DOLLARSthe receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto
said part y of the second part, her heirs and assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas, to-wit:

The West Twenty (20) acres of the South Forty (40)
acres of the East one-half (E1/2) of the Southeast
Quarter (SE 1/2) of Section Twenty-five (25), Township
Twelve (12) South, Range Eighteen (18) East of the
Sixth Principal Meridian

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
Raymond H. Monroe has this day executed and delivered
his certain promissory note in writing to said part y of the second part, of which the following
is a copy Lawrence, Kansas, November 2, 1970.

FOR VALUE RECEIVED, I promise to pay to the order of Edna
E. Clark at 5264 Scranton Court, Denver, Colorado 80239, Three Thousand
Dollars (\$3,000.00) in sixty (60) equal monthly installments of Fifty
Dollars (\$50.00) each, payable as follows, to-wit: Fifty Dollars (\$50.00)
on the 1st day of January, 1971, and Fifty Dollars (\$50.00) on the first
day of each and every month thereafter until the said sum of \$3,000.00
together with interest thereon at six and one-half per cent (6 1/2%) per
annum is paid in full. The interest shall be computed against the deferred
balances and shall be paid semi-annually beginning on January 1, 1971,
and thereafter on the 1st day of July and the 1st day of January of each
year. It is expressly understood and agreed that if default be made in
the payment of any one of the installments, then the whole amount, and
each and every installment unpaid, shall, at the election of the legal
holder hereof, without notice at once become and be due and payable to-
gether with interest thereon as hereinbefore provided.

This note is secured by a first mortgage on real estate.

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part her
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 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.

Executed in the presence of

Raymond H. Monroe

Witnesses