

MORTGAGE

25084

BOOK 160

# This Indenture,

Made this 18th day of May  
A. D. 1971, between David E. Arnold and Ann L. Arnold, husband and wife

of Lawrence, in the County of Douglas and State of Kansas, parties  
of the first part, and The Kansas State Bank, Ottawa, Kansas  
party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Eleven thousand five hundred and No/100 (\$11,500.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said party of the second part its successors and assigns forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lot Fifteen (15), in Fairgrounds Addition, an Addition to the City of  
Lawrence, Kansas

Lot Sixteen (16) in Fair Grounds Addition, an Addition to the City  
of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of  
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances no exceptions

This grant is intended as a mortgage to secure the payment of Eleven thousand five hundred & no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said parties of the first part to the  
said party of the second part

and this conveyance shall be void if such payments be made  
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or  
if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become  
due and payable, and it shall be lawful for the said party of the second part its successors, administrators, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest,  
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of  
making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

David E. Arnold (SEAL)

Ann L. Arnold (SEAL)

Ann L. Arnold (SEAL)

STATE OF KANSAS,

Franklin County

ss:

BE IT REMEMBERED, That on this 18th day of May A. D. 1971

before me, R.S. Hill a Notary Public  
in and for said County and State, came David E. Arnold and Ann L. Arnold,  
his wife

to me personally known to be the same person who executed the foregoing 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 March 10th 1972

R.S. Hill Notary Public



Recorded May 19, 1971 at 3:38 P.M.

James Beem Register of Deeds