

MORTGAGE BOOK 162 26533

310-2

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THIS INDENTURE, Made this 26th day of August, A. D. 1971,
between NELLIE Y. HOLMES, A SINGLE PERSON,

of Douglas County, in the State of Kansas, of the first part,
and DOUGLAS COUNTY STATE BANK OF LAWRENCE, KANSAS, a Kansas 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
Twenty-five Thousand Dollars (\$25,000.00) and 100 DOLLARS,
the receipt of which is hereby acknowledged, do ^{ES} by these presents, Grant, Bargain, Sell, and Convey unto said party
of the second part, its / SUCCESSORS heirs and assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:

Tract I: Lot Six (6) in Countryside, in the City of Lawrence,
Douglas County, Kansas.
Tract II: Lots Eleven (11) and Twelve (12) of Solomon's Subdivision
of Block 9 of Babcock's Addition to the City of Lawrence,
Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
party of the first part
has this day executed and delivered ONE certain promissory note in writing to said part Y of the
second part, ~~KNOWINGLY AND VOLUNTARILY~~ XXXXXXXXXXXXXXXXXX

NOW, If said party 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 become due and payable at the option of the holder hereof, and said part
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 her
hand, the day and year first above written.

Nellie Y. Holmes
Nellie Y. Holmes

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 26th day of August, A. D. 1971, before me,
the undersigned, a Notary Public in and for the County and State aforesaid,
came Nellie Y. Holmes, a single person,

who is personally known to me to be the same person who executed the within instru-
ment of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year last above written.

G. M. Clem

Notary Public

Term expires 8/26/73 G. M. Clem 19

ASSIGNMENT

Recorded August 26, 1971 at 11:53 A. M. *James D. Jones* Register of Deeds