

27502

89-2-PH

BOOK 163

27502

Crane & Co., Inc. Topeka

**MORTGAGE**  
(REAL ESTATE)

**REGISTRATION FEE**

No. \_\_\_\_\_  
Indebtedness \$ 1091.76 Fee \$ 3.00  
Made this 10<sup>th</sup> day of November 1971

Register of Deeds, Douglas Co., Kansas  
STATE OF KANSAS,  
Douglas County, } ss.  
This instrument was filed for record on the  
10<sup>th</sup> day of November A.D.  
1971, at 9:31 o'clock A.M., and  
duly recorded in Book \_\_\_\_\_ of Deeds,  
at page \_\_\_\_\_

Register of Deeds.  
By \_\_\_\_\_ Deputy.

**FEES.**  
Register of Deeds, for recording, \$ 3.00

THIS INDENTURE, Made this 3rd day of November  
A. D. 19 71, between

Mario M. Martinez, a single person  
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  
One Thousand Ninety One ----- and 76/100 ----- DOLLARS,  
the receipt of which is hereby acknowledged, do 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:

The West 62 feet of Lot One Hundred Eighteen (118) on  
New York Street, in the City of Lawrence.

Lot No. Fifteen (15) on Pennsylvania Street, in the City  
of Lawrence.

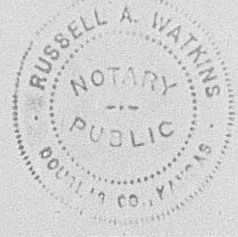
for the purpose of securing payment of the aforementioned sum, according to the terms hereof and the terms and conditions of certain promissory note  
executed and delivered this date by part \_\_\_\_\_ of the first part to part \_\_\_\_\_ of the second part, ~~of which the full text is hereby incorporated by reference~~

NOW, If said part Y of the first part shall pay or cause to be paid to said part Y of the second part, his 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 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.

Mario M. Martinez  
Mario M. Martinez

STATE OF KANSAS, Douglas COUNTY, ss.  
BE IT REMEMBERED, That on this 3rd day of November, 19 71, before me, the  
undersigned, a notary public in and for the County and State aforesaid, came



Mario M. Martinez, a single person  
who is personally known to me to be the same person who executed the foregoing instrument of writing, and  
duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the  
day and year last above written.

My commission expires February 5 19 72 Russell A. Watkins Notary Public.

Recorded November 10, 1971 at 9:31 A.M.

Janice Boen Register of Deeds  
By: Due Newmyer, Deputy