

MORTGAGE RECORD—59.

This Indenture, Made this thirtieth day of January A. D. 1922 between Carl O. Budeky a bachelor, Mary A. Lamb and Daniel C. Lamb her husband,

of Douglas County, in the State of Kansas of the first part, and The Richland State Bank, of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Twenty seven hundred seventy two and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

Commencing at the north-west corner of the North-west Quarter (14) of Section Eight (8) Township Fourteen (14) Range Eighteen (18) Thence East One One hundred and thirty (130) rods, thence South Eighty (80) rods, thence West One hundred and thirty (130) rods, thence North Eighty (80) rods to the place of beginning, containing Site five (5) acres more or less.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, and these presents are upon this express condition, that whereas said Carl O. Budeky, a bachelor, Mary A. Lamb and Daniel C. Lamb her husband, this day executed and delivered 2221 certain promissory note in writing to said parties of the second part, of which the following is a copy:

Richland, Kansas, January 25th, 1922.
January 25th, 1922, after date I, or either of us, promise to The Richland State Bank, of order, Twenty seven hundred and seventy two No. 100 Dollars, at Bank of Richland, Richland, Kansas for value received, with interest at six per cent per annum from date until paid, interest payable annually.

Back office
No. 11

Carl O. Budeky
Mary A. Lamb
Daniel C. Lamb

Now, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession of said premises.

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

Executed in the presence of

Pearl O. Budeky
Mary A. Lamb
Daniel C. Lamb

STATE OF KANSAS,

Shawnee County, } ss.

Be it Remembered, That on this thirtieth day of January A. D. 1922 before me the undersigned a Notary Public in and for said County and State, came Carl O. Budeky, a bachelor, Mary A. Lamb and Daniel C. Lamb, her husband,

who are personally known to me to be the same person who executed the within instrument of writing, and such person have duly acknowledged the execution of the same.

In Witness Whereof, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 27 1923 Albert Reed Notary Public.

Recorded Feb. 2, 1922.
at 4:30 o'clock P.M.

Estes Northrup
Register of Deeds.
Ferns Floras, Dep.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 24 August 1923

Recorded August 24 1923

THIS FOLLOWING IS SUBSTANTIAL COPY OF THE ORIGINAL INSTRUMENT.