

DOUGLAS COUNTY

Receiving No. 28961

Registration No. 5039
Fees Paid \$37.50

This indenture, Made this first day of July, in the year of our Lord one thousand and nine hundred forty six, between Fred Prediger and Bonnie M. Prediger, (Husband and wife) of Jackson County, Kansas City, Mo. Thomas A. Griffith & Gladys N. Griffith, (husband and wife) in the Douglas of Marshall and State of Kansas, of the first part, and The State Bank of Blue Rapids, Blue Rapids, Kansas, of the second part.

Witnesseth, That said parties of the first part, in consideration of the sum of Fifteen Thousand dollars & no/100 and n/100 dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Marshall and State of Kansas, described as follows, to-wit:

The North 140 feet of the east 133 feet of Lot Number One (1) Block Ten (10), Christians Sub-Division, Lanes Second Addition, in the City of Lawrence, Kansas.

\$15,000.00 Blue Rapids, Kansas, July 1st 1946

125.00 Oct 1st 1946, plus interest and each month thereafter until paid in full days after date I, we or either of us as principals, promise to pay to the order of

The State Bank of Blue Rapids,
At its office in Blue Rapids, Kansas

Fifteen Thousand and no/100 Dollars For value received, with interest at four per cent per annum, payable semi-annually, from date until paid. If not paid at maturity, interest to become as principal and bear interest at ten per cent.

The makers and endorers hereof severally waive demand, notice of non-payment and protest.

Fred Prediger-- Bonnie M. Prediger
Thomas A. Griffith
Gladys N. Griffith

No. Privilege given to pay two or more payments at any interest
paying date.
Ex. To #626

I hereby certify this to be an exact cop of the original note.
(CORPORATE SEAL) State Bank of Blue Rapid By R. B. Schuarts President

with 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 does 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 and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Thousand Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of Fifteen thousand dollars Dollars, dated July 1st 1946 due and payable in installments from date hereof, Privilege given to pay two or more payments at any interest paying date, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep said premises insured in favor of said mortgagee in the sum of fifteen thousand dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent, per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors and administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--appraisal hereby waived or note, at the option of the party of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals, the day and year last above written.

Signed and delivered in the presence of Fred Prediger, Bonnie M. Prediger
Thomas A. Griffith Gladys N. Griffith

STATE OF KANSAS
MARSHALL COUNTY, SS:

Be it remembered, that on this 1st day of July, A. D. 1946, before me, the undersigned, a notary public in and for the County and State aforesaid, came Fred Prediger, Bonnie M. Prediger Thomas A. Griffith, Gladys N. Griffith, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

(SEAL)

My commission expires August 13, 1949

Myron Keys Notary Public

Recorded on July 15, 1946 at 9:45 A.M.

Harold A. Beck Register of Deeds

\$15,000.00

Satisfaction

Received of Fred Prediger, Bonnie M. Prediger, Thomas A. Griffith and Gladys N. Griffith the within Mortgage, the sum of fifteen thousand dollars and --- Dollars, in full satisfaction of the within Mortgage.

Witness Helen M. Johnston
Blue Rapids, Kansas

The State Bank of Blue Rapids Blue Rapids, Kansas
By: Wm. Youngquist
Vice President C. Cashier

(Corp Seal)

This release was written on the original mortgage entered this 1st day of July 1946
Harold A. Beck
Register of Deeds
Marie Wilson
Deputy