

MORTGAGE

3492
16-2-T. W. Book 95

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 19th day of January, A. D. 1948
between Philip Wizer and Margaret H. Wizer, his wife
of Shawnee County, in the State of Kansas, of the first part
and Shawnee Federal Savings and Loan Association
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of
FIVE THOUSAND ***** and 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey
unto said part Y 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:
The West One-Half (W $\frac{1}{2}$) of the West Fractional One-Half (1/2) of the Southwest Fractional One-Fourth (1/4) of Section 28, Township 11, Range 18, in Douglas County, Kansas; ALSO: Lot Seven (7), Section 28 and Lot Five (5) in Section 29, all in Township 11, Range 18, plus present accretions thereto; ALSO: East Half (E $\frac{1}{2}$) of the West Fractional One-Half (1/2) of the Southwest Fractional One-Fourth (1/4), Section 28, Township 11, Range 18, all in Douglas County, Kansas; ALSO: An Undivided Five-Sixths interest in Lots One (1) and Two (2) and the South One-Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section 29, Township 11, Range 18, East of the 6th P. M., less Railroad Right of Way, Douglas County, Kansas.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Philip Wizer and Margaret H. Wizer, his wife
have this day executed and delivered a certain promissory note in writing to said part Y of the second part, of which the following is a copy:

\$5,000.00 (C. O. P. T.) Topeka, Kansas, January 19, 1948
Three (3) Years after date, we promise to pay to
the order of Shawnee Federal Savings and Loan Association
FIVE THOUSAND ***** DOLLARS,
at Topeka, Kansas
Value received, with interest at 4% per cent per annum after date until paid.
Interest payable semi-annually, with privilege
of paying \$100.00 or multiples thereof on (Signed) Philip Wizer
principal at any interest paying date.
No. Due January 18, 1951 (Signed) Margaret H. Wizer

NOW, If said parties of the first part shall pay or cause to be paid to said part Y of the second part, its successors, 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 1 of the first part have hereunto set their hand on the day and year first above written.

Philip Wizer
Margaret H. Wizer