

42969 BOOK 99

MORTGAGE 310-2 Crane & Co., Stakem, OSA Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 21st day of August, A. D. 1950,

between C. M. Bahnmayer and Katherine Jean Bahnmayer, his wife.

of Leavenworth, Douglas County, in the State of Kansas, of the first part,

and The Bank of Perry

of Perry, Jefferson County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Fifteen Hundred and No/100 and ¹⁰⁰ DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party

of the second part its heirs and assigns, all the following-described real estate, situated in Douglas

County and State of Kansas, to wit:

Beginning at the Southwest corner of the following described tract:
 Beginning at a point 673.78 feet south and 576.73 feet west of the Northwest corner of Section 14, Township 12 South, Range 17 East of the 6th P. M.; thence North 74 degrees 14 minutes West 170.4 feet, thence North 5 degrees 32 minutes East 167 feet, thence South 64 degrees 50 minutes East 165.87 feet, and thence South 5 degrees West 198.35 feet to the point of beginning; thence from said point of beginning Northward along the west line of said tract 62 feet, thence easterly and parallel with the North line of said tract 69 feet, thence southerly and parallel with the West line of said tract 73 feet, to the South line of said tract, thence westerly along the South line of said tract 70 feet to the point of beginning, located in Douglas County, Kansas.

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

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

parties of the first part

do ^{as} this day execute and deliver their certain promissory note in writing to said party of the second part, of which the following is a copy:

SECURED BY REAL ESTATE-MORTGAGE

PRESERVE THIS NOTE

\$1,500.00 Perry, Kansas, August 21, 1950, 19.

For value received We promise to pay to the order of The Bank of Perry

the principal sum of Fifteen hundred and no/100 Dollars (\$1,500.00).

in semi annual installments as follows, namely:

Beginning on the 21st day of February 1950, and annually thereafter, the sum of Two Hundred Fifty and no/100 Dollars, and the balance of said principal sum on the 21st day of August 1953, with interest on said principal sum from the 21st day of August 1950 at the rate of eight per cent, per annum, until due payable semi annually, on the 21st day of February and August 1951 in each year.

All installments of both principal and interest are payable at the office of The Bank of Perry, Perry, Kansas, in lawful money of the United States of America.

Default in payment of any interest or principal when due, or failure to perform the agreements in the mortgage securing this note shall cause the whole amount to become due and payable if the holder of this note so elects, notice of such election being expressly waived. Both principal and interest of this note shall bear ten per cent interest after default in the payment of principal or interest.

This note and the interest, are secured by a first mortgage of even date herewith on property located in

Douglas County, Kansas.

The makers and endorsers severally waive presentation, protest and demand, notice of protest, demand and, of dishonor and non-payment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way effecting the liability of the makers and endorsers hereof.

Prepayment Privilege: To pay 2 or more payments at any interest paying time.

MORTGAGE PRIVILEGES:

C. M. Bahnmayer
Katherine Jean Bahnmayer

For Satisfaction of Mortgage see Book 141 Page 222