

60361 Book 113

**This Indenture,** Made this 28th day of July  
A. D. 19 56, between Gilbert R. Holladay and his wife, Minnie A. Holladay

of Lawrence, in the County of Douglas, and State of Kansas  
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st... of the first part, in consideration of the sum of Four Thousand and no/100-----  
DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said party of the second part, its heirs and assigns forever, all that  
tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:  
Beginning 505 feet East of the Northwest corner of Section Sixteen  
(16), Township Thirteen (13), Range Twenty (20), thence South 300 feet,  
thence East 580.8 feet, thence North 300 feet, thence West 580.8 feet  
to the point of beginning, containing 4 acres, more or less, also

Beginning at the Southeast corner of Lot No. Thirty Five (35), in  
Addition No. Ten (10) to that part of the City of Lawrence formerly  
known as North Lawrence, thence North 117 feet, thence West 90 feet  
thence South 117 feet to Maple Street, thence East along said Maple  
Street 90 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st... of the first part therein.  
And the said parties of the first part...  
do 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

This grant is intended as a mortgage to secure the payment of Four Thousand and no/100-----  
Dollars, according to the terms of one certain note this day executed and delivered by the said  
part 1st... of the first part to the said part... of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. If it default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then  
this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second  
part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and  
out of all the proceeds arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making  
such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said  
parties of the first part, their

heirs and assigns.  
In Witness Whereof, The said part 1st... of the first part he... hereunto set their  
hand, and seal, the day and year first above written.

Signed, sealed and delivered in presence of

Gilbert R. Holladay (SEAL)  
Gilbert R. Holladay

Minnie A. Holladay (SEAL)  
Minnie A. Holladay

STATE OF KANSAS

County, } ss.

Be It Remembered, That on this 3rd day of August A. D. 19 56

before me, the undersigned, a Notary Public in and  
for said County and State, came Gilbert R. Holladay and his  
wife, Minnie A. Holladay

to me personally known to be the same persons who executed the foregoing instrument of writing,  
and they acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and  
year last above written.

August 31 1956

Pearl Enick Notary Public  
Pearl Enick



Harold A. Beck