

60623 BOOK 113

**This Indenture,** Made this 30th day of August  
A. D. 19 56, between Dale A. Barnard and his wife, Mary M. Barnard

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  
Sixty Three Hundred 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:  
Lots Nos. One (1) and Two (2) in Fairfax, an Addition to the City  
of Lawrence.

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 owners 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 Sixty Three Hundred 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 2nd of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. But if 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 moneys 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 overplus, 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 have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

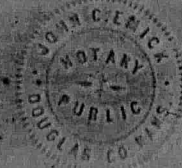
Dale A. Barnard (SEAL)  
Dale A. Barnard

Mary M. Barnard (SEAL)  
Mary M. Barnard

(SEAL)

STATE OF KANSAS

County, ss.



Be It Remembered, That on this 6th day of September A. D. 1956

before me, the undersigned, a Notary Public in and  
for said County and State, came Dale A. Barnard and his wife,  
Mary M. Barnard

to me personally known to be the same person as who executed the foregoing instrument of writing,  
and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission expires January 13th, 1960

John C. Emick Notary Public  
John C. Emick

Recorded September 7, 1956 at 1:50 P.M.

RELEASE.

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 31st day of May 1961.  
Anchor Savings Association, successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly  
The Douglas County Building and Loan Association By Willard C. Dengel, Vice-President

(Corp. Seal)

Harold Beck  
1956  
By James Beck