60799 BOOK 113 This Indenture, Made this 22nd day of September A. D. 19 56 ..., between E.A. McFarland and his wife, Hope E. McFarland 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 .188. of the first part, in consideration of the sum of Thirteen Thousand Five Hundred and no/100----- DOLLARS to them, duly paid, the receipt of which is hereby acknowledged, ha vesold 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: Lot No. Eight (8) in Block No. Two (2) in Schaske Subdivision, an Addition to the City of Lawrence. with all the appurtenances, and all the estate, title and interest of the said part 1es 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 s 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 Thirteen Thousand Five Hundred nd no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part 105 of the first part to the said part . y of the second part and this conveyance shall be void if such pays filed. 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 here in Winess Whereof, The said part 105 of the first part he ve hereunto set their heirs and assign hand s and seal s the day and year first above written. Cam Jailand Signed, Sealed and delivered in presence of TSEAL) E.A. (SEAL) Nope E. ME Jarland Hope E. McFarland (SEAL) STATE OF KANSAS (SEAL) \$5. Douglas County, before me, the undersigned ary Public in and for said County and State; came E.A. McFarland and his wife, Hope E. McFarland ATON to me personally known to be the same person S who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. I have hereunto subscribed my name and affixed my official seal on the day and WITNESS WHEREOF, year last above written. Va D 19 56 ion expires December 31 -Notary Public My Co Pearl Emick Anonor savings Association, suc