

**This Indenture,**Made this 8th day of AugustA. D., 1955, between Katherine M. Westgate and Earle W. Westgate, her husbandof Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Lawrence National Bank, Lawrence, Kansas.

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Forty Five Hundred and No/100 \* \* \* \* \* DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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. One Hundred Forty Four (144) on  
Ohio Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Katherine M. Westgate and Earle W. Westgate, her husband 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 No exceptions

This grant is intended as a mortgage to secure the payment of Forty Five Hundred & no/100 \* \* \* Dollars, according to the terms of a certain note this day executed and delivered by the said Katherine M. Westgate and Earle W. Westgate, her husband to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. 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 part y of the second part its executors, administrators 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 part y making such sale, on demand, to said Katherine M. Westgate and Earle W. Westgate, her husband heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Katherine M. Westgate (SEAL)  
Earle W. Westgate (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be It Remembered, That on this 8th day of August A. D. 1955before me, J. Underwood a Notary Publicin and for said County and State, came Katherine M. Westgate  
and Earle W. Westgate

to me personally known to be the same person 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 Comm. Expires

Sept. 18, 1958

Notary Public

Recorded August 9, 1955 at 10:05 A.M.

The note herein described having been paid in full, the mortgage herein created is hereby declared discharged, and the lien thereon is hereby released.

Attest: J. Underwood, Vice President

(J. M. Seal)