

58223 Book 111

This Indenture, Made this 3rd day of DecemberA.D. 1955, between Leon Garcia and his wife, Erminia Garciaof 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 ies of the first part, in consideration of the sum of Twenty Five 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:

Lot No. Two Hundred One (201) on Locust Street, in Block No. Four (4),
in that part of the City of Lawrence, known as North 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 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 Twenty Five Hundred and no/100
Dollars, according to the terms of one certain note this day executed and delivered by the said
part ies of the first part 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 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 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 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

Leon Garcia (SEAL)
Leon Garcia

(SEAL)

Erminia Garcia (SEAL)
Erminia Garcia

(SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this 3rd day of December A.D. 1955

before me, the undersigned, a Notary Public in and
for said County and State, same Leon Garcia and his wife,
Erminia Garcia

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.

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 Dec 31 1956

Pearl Enick Notary Public
Pearl Enick

Recorded December 5, 1955 at 2:00 P.M. Release Hance A. Beck Register of Deeds

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
10th day of August 1956

The Douglas County Building and Loan Association
By Ruth M. Sawyer Asst. Secretary

This mortgage
was written
on the original
mortgage.

On the 10th
of August
1956

Randall H. Beck
Hance A. Beck