

MORTGAGE

(No. 52B)

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

58368 Book 111

**This Indenture**, Made this Twenty Second day of DecemberA. D. 19 55, between Franklin Mitchell and Adeline Mitchell, husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Douglas County State Bank, Lawrence, Kansas, a Corporation

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Ten Thousand and 00/100 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 and its 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 Two (2) of Mitchell's subdivision of Lot One (1) in Block Eight (8) of Hillcrest Addition an addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefensible estate of inheritance therein, free and clear of all incumbrances. Privilege is hereby granted to the mortgagor's herein to pay \$100.00 or multiples thereof on account of principal at any date.

This grant is intended as a mortgage to secure the payment of Ten Thousand and 00/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party 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 and its 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 parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

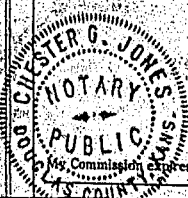
Franklin Mitchell (SEAL)  
Franklin Mitchell (SEAL)  
Adeline Mitchell (SEAL)  
Adeline Mitchell (SEAL)

STATE OF KANSAS

Douglas County,Be It Remembered, That on this 22nd day of December, A. D. 19 55before me, Chester G. Jones, a Notary Public in and for said County and State, came Franklin Mitchell and Adeline Mitchell husband and wife

to me personally known to be the same persons who executed the within 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 August 10, 19 57Chester G. Jones Notary Public

Recorded December 3, 1955 at 1:15 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 5th day of June 1961.

ATTEST: Harold R. Scheve, Cashier  
(Corp. Seal)Douglas County State BankBy Chester G. Jones, PresidentHarold R. Scheve  
By James Beam