

58567 Book 111

**This Indenture,** Made this 13th day of January

A. D. 19 56, between B.W. Brian and his wife, Rosa E. Brian

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 parties of the first part, in consideration of the sum of  
Five Thousand and no/100 DOLLARSto 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:  
The South 60 feet of the North 125 feet of Lot No. Twenty One (21),  
in the Moramar 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 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 Five Thousand and no/100-----  
Dollars, according to the terms of one certain 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 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 parties 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

B.W. Brian (SEAL)

Rosa E. Brian (SEAL)

Rosa E. Brian (SEAL)

Rosa E. Brian (SEAL)

STATE OF KANSAS  
Douglas

County, ss.



Be It Remembered, That on this 14th day of January A. D. 19 56

before me, the undersigned, a Notary Public in and  
for said County and State, came B.W. Brian and his wife,  
Rosa E. Brianto me personally known to be the same persons 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 E. Enick Notary Public

Pearl E. Enick

Harold A. Beck Register of Deeds

Recorded January 11, 1956 at 1:40 A.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien  
thereto created discharged. As Witness my hand this 20th day of September 1956.The Douglas County Building and Loan Association  
By Ruth M. Sawyer, Ass't Secretary.

(Corp Seal)

Harold A. Beck  
Notary Public  
Douglas County  
21st Sept 1956