

MORTGAGE.

58869

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

Book 112

# This Indenture,

Made this Seventeenth day of February  
A.D. 1956, between John Benjamin Kellogg and Elizabeth Ann Kellogg, husband and wife

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Douglas County State Bank, a corporation, of Douglas  
County, Kansas.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand one hundred eighty 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 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:

Lots one Hundred Sixteen (116) and One Hundred Eighteen (118), in Block  
Two (2) on Elm Street in that part of the City of Lawrence, formerly  
known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said John Benjamin Kellogg and Elizabeth Ann Kellogg, husband and wife  
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.

This grant is intended as a mortgage to secure the payment of Two thousand one hundred eighty and no/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 to sell and assign, 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

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

John Benjamin Kellogg

(SEAL)

Elizabeth Ann Kellogg

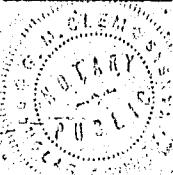
(SEAL)

Elizabeth Ann Kellogg

(SEAL)

(SEAL)

STATE OF KANSAS  
Douglas County,



Be It Remembered, That on this 17th day of February A.D. 1956

before me, G. M. Clem

a Notary Public in and for said County and State, came John Benjamin Kellogg and

Elizabeth Ann Kellogg, husband and wife

to me personally known to be the same person 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.

G. M. Clem

Notary Public

My Commission expires August 26 1957

This notation  
was written  
on the original  
mortgage  
entered

this 5th day  
of March  
1959

Kerold A. Beck  
Reg. of Deeds  
By James L. Scheve  
Clerk

Recorded February 27, 1956 at 3:30 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 4th day of March 1959

Attest: G. M. Clem, Vice President  
(Corp. Seal)

Douglas County State Bank  
Marcelline Scheve, Cashier