

MORTGAGE 58869 (NO. 52B)

Boyle's 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, 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 hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

John Benjamin Kellogg (SEAL)
John Benjamin Kellogg (SEAL)
Elizabeth Ann Kellogg (SEAL)
Elizabeth Ann Kellogg (SEAL)

STATE OF KANSAS

Douglas County, ss.



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.

My Commission expires August 26 1957

G. M. Clem Notary Public

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 1956

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

Harold A. Beck Register of Deeds
Douglas County State Bank
Harold A. Scheve, Cashier

This release was written on the original mortgage this 5th day of March 1956
Harold A. Beck
Reg. of Deeds
By James A. Beck