

59253 Book 112

MORTGAGE

(No. 52H)

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

# This Indenture,

Made this 9th day of April A. D. 1956, between Ledru G. Carter and Helen B. Carter, 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 Lawrence, Douglas County, Kansas

of the second part.  
Witnesseth, That the said part 1es of the first part, in consideration of the sum of Eight thousand 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 part Y of the second part and it's 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 Ten (10) in Block Nine (9) in Hillcrest Addition,  
An Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Eight thousand 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 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 part Y of the second part and it's 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 part Y making such sale, on demand, to said parties of the first part their heirs and assigns

In Witness Whereof, The said part 1es 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

Ledru G. Carter (SEAL)  
Helen B. Carter (SEAL)  
Helen B. Carter (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 9th day of April A. D. 1956 before me, Chester G. Jones, Notary Public in and for said County and State, came Ledru G. Carter and Helen B. Carter, 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.

CHESTER G. JONES  
NOTARY PUBLIC

My Commission expires August 10, 1957. Chester G. Jones, Notary Public.

Recorded April 11, 1956 at 9:20 P.M. Release.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. Attest: my hand this twenty-fourth day of July, 1956

Harold R. Schive, Cashier

[Corp. Seal]

Harold R. Schive, Register of Deeds  
Douglas County State Bank  
Lawrence, Kansas  
Chester G. Jones, President

This release was written on the original mortgage entered this 25th day of July 1956  
Harold R. Schive  
Frances M. Moore