

59348 Book 112
This Indenture, Made this 19th day of April
 A. D. 1956, between M.E. Gilbreath and his wife, Lydia N. Gilbreath

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 part 1st of the first part, in consideration of the sum of
 Six Thousand Three Hundred 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, 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:

Lots Nos. One (1) and Two (2) in Fairfax, an Addition to the City
 of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Six Thousand Three Hundred and
 no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said
 part 1st 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, 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 surplus, 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 part 1st of the first part have hereunto set their
 hand and seal of the day and year first above written.

Signed, Sealed and delivered in presence of

M. E. Gilbreath (SEAL)
 M. E. Gilbreath

Lydia N. Gilbreath (SEAL)
 Lydia N. Gilbreath

STATE OF KANSAS
 Douglas County, ss.

Be It Remembered, That on this 21st day of April A. D. 1956
 the undersigned

before me, a Notary Public in and
 for said County and State, came M. E. Gilbreath and his wife
 Lydia N. Gilbreath

to me personally known to be the same person 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 May 5 1957

Robert M. Ormrod Notary Public

Harold A. Beck Register of Deeds



Release
 The note herein described having been paid in full, this mortgage is hereby released, and the law thereby created
 is hereby terminated. Witness my hand and seal of office this 5th day of April, 1956.
 By Clerk to said
 Secretary

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Harold A. Beck
 By Mary Wilson