

59361 Book 112

MORTGAGE.

(No. 52B)

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

This Indenture,Made this twenty-third day of April
A. D. 1956, between Julius Driscoll and Josephine Mae Driscoll, husband and wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Douglas County State Bank, a corporation, of Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 and its heirs 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 number 22 in Hillcrest Third 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 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 hundred 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 heirs 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

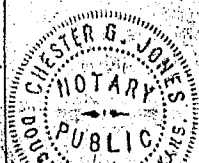
Julius Driscoll (SEAL)
Josephine Mae Driscoll (SEAL)
Josephine Mae Driscoll (SEAL)

STATE OF KANSAS

Douglas County, ss.Be It Remembered, That on this 23rd day of April, A. D. 1956before me, Chester G. Jones, a Notary Publicin and for said County and State, came Julius Driscoll and Josephine Mae Driscoll, 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 Comm. Expires August 10, 1957Chester G. Jones Notary Public

Recorded April 24, 1956 at 8:25 A.M.

Harold R. Beck Register of Deeds

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 13th day of August, 1958.

Douglas County State Bank

Attest: Harold R. Scheve, Cashier

By: Chester G. Jones, President.

(Corp Seal)