

60821 BOOK 113

This Indenture, Made this 28th day of SeptemberA. D. 19 56, between Burton G. Brown, Sr., and his wife, Helen P. Brownof 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 ies of the first part, in consideration of the sum of Six 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 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:

The South Half of Lot No. One Hundred Fifty Nine (159), The South ten feet of the North Half of Lot No. One Hundred Fifty Nine (159), and the North Half of Lot No. One Hundred Sixty One (161), all on Tennessee Street, in 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 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 and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part ies 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 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 ies 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

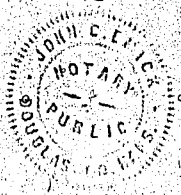
Burton G. Brown, Sr. (SEAL)
Burton G. Brown, Sr.

Helen P. Brown (SEAL)
Helen P. Brown

Helen P. Brown (SEAL)
Helen P. Brown

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 29th day of September A. D. 19 56

before me, the undersigned, a Notary Public in and for said County and State, came Burton G. Brown, Sr., and his wife, Helen P. Brown to me personally known to be the same persons 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 January 13th 19 60

John C. Emick Notary Public
John C. Emick

This release was written on the original mortgage

this 4 entered day of June 19 65

Jamieson Dean
Reg. of Deeds

Deputy
Deputy

A. D. 19 56

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 June 1965. ANCHOR SAVINGS ASSOCIATION, Successor to THE ANCHOR SAVINGS AND LOAN ASSOCIATION formerly The Douglas County Building and Loan Association

By J. Dean Nofsinger Vice-President

Harold A. Beck Register of Deeds