

61228 BOOK 111

SECOND MORTGAGE

310-2 Crane & Co. Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE Made this ninth day of November, A. D. 1956, between Carl W. Noble and his wife Barbara A. Noble

of Douglas County, in the State of Kansas, of the first part, and Marion A. Barlow and his wife Jessie Barlow of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Eight Hundred Fifty and no ¹⁰⁰ DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part

of the second part, heirs and assigns, all the following-described real estate, situated in County and State of Kansas, to wit: Lot 109 and the north 16 1/2 feet of lot 111 in Block 12, in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Carl W. Noble and Barbara A. Noble

has at this day executed and delivered to certain promissory note in writing to said part of the second part, of which the following is MEMORANDUM

Date of note November 10, 1956

Maturity of note November 10th 1957

Amount of note \$850.00

It is understood that this lien is subject to a mortgage now held by the Capital Federal Savings & Loan Association of Topeka, Kansas, for a mortgage in the amount of \$5,000.00, dated August 10, 1956 and recorded August 11, 1956, in Book 113, Pages 171 and 172 in the Recorder of Deeds office of Douglas County, Kansas.

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Carl W. Noble
Barbara A. Noble
Barbara A. Noble

State of Kansas, Coughlin County, ss.
BE IT REMEMBERED, That on this 16th day of November, A. D. 1956, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl W. Noble and Barbara A. Noble, husband and wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Charles G. Jones Notary Public.
Term expires Aug 10, 1957

Recorded November 13, 1956 at 3:45 P.M. RECEIPT.
\$850.00
RECEIVED of Carl W. Noble and Barbara A. Noble the within-named mortgage, the sum of Eight hundred Fifty ----- and no DOLLARS, in full satisfaction of the within Mortgage.
100
Marion A. Barlow
Jessie Barlow
February 20th, 1957
Handwritten: Handwritten Book Register of Deeds
Handwritten: Handwritten Deputy