

Second Mortgage 63008 BOOK 115

MORTGAGE

(No. 32A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 21th day of June

A. D. 1957, between Carl W. Noble and his wife Barbara Ann Noble

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Marion A. Barlow, Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred Fifty Five and 09/100 ***** 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 his 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: Lot 153 and North Lot 152 in Fairfax 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 First Parties

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 except a First Mortgage loan of \$4,000.00 held by The Douglas County Building and Loan Assn., Lawrence, Kansas

This grant is intended as a mortgage to secure the payment of Three Hundred Fifty Five and 09/100 Dollars, according to the terms of one certain note this day executed and delivered by the said First Parties 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 his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, 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 First Parties

their heirs and assigns

In Witness Whereof, The said parties 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 Carl W. Noble (SEAL)
Barbara Ann Noble (SEAL)

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 21th day of June A. D. 1957 before me, the undersigned a Notary Public in and for said County and State, came Carl W. Noble and Barbara Ann Noble 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 May 9th, 1960 19 Richard L. Barlow Notary Public

Recorded June 25th, 1957 at 10:00 A.M.

RELEASE.

Harold A. Beck, Register of Deeds

By: Marie Wilson Deputy

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 21st day of September, 1957.

Attest: Ralph G. Gulley, P.P. Harris

Marion A. Barlow

This release was written on the original mortgage and returned to the County of Lawrence, Kansas on 10/21/57.

Harold A. Beck
Register of Deeds
By: Marie Wilson
Deputy