

MORTGAGE

64781 Book 117

THIS INDENTURE, Made this 4th day of January,  
A.D., 1958, between THOMAS M. GORRILL and Frances P. Gorrill, his wife, of  
the first part, and The Lawrence National Bank of Lawrence, Kansas, a corporation  
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-four Thousand (\$24,000.00) 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 successors 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 West 85 Feet of Lots Three (3) and Four (4), in Block One (1) in Hillcrest Second Addition, an Addition to the City of Lawrence; and the North 20 feet of the West 85 feet of Lot Five (5), in Block One (1) in Hillcrest Second 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 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 Twenty-Four Thousand (\$24,000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Thomas M. Gorrill and Frances P. Gorrill, 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 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 hands and seals the day and year first above written.

Thomas M. Gorrill  
Frances P. Gorrill

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS.:

BE IT REMEMBERED, That on this 4th day of January,  
A.D., 1958, before me J. Underwood a Notary Public  
in and for said County and State, came Thomas M. Gorrill and Frances P. Gorrill,  
his wife, 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:

Sept. 18, 1958

J. Underwood  
Notary Public 1 UNDERWOOD

Edward J. Lick Register of Deeds