

STATE OF KANSAS
DOUGLAS COUNTY, KANSAS

BE IT REMEMBERED, That on this 16th day of November A. D. 1960
before me, a Notary Public in the aforesaid County and State,
came Carl Hird, Jr., as President of Hird, Inc., a corporation
to me personally known to be the same person who executed the foregoing instrument and duly
acknowledged the execution of the same as its President and as the act and
deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set forth my name, and affixed my official seal on the day and
year first above written.

My Commission Expires June 17 1961 *Warren Rhodes*
Warren Rhodes Notary Public

ASSIGNMENT

For Value I, the undersigned owner of the within mortgage do hereby assign and transfer the same to:

This release
was written
on the original
mortgage
entered
the 6th day
of February
1961
Harold A. Beck
Reg. of Deeds
James Beem
Deputy

Recorded November 16, 1960 at 11:30 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment
of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of
this mortgage of record. Dated this 3rd day of February 1961.

(Corp. Seal)

Harold A. Beck Register of Deeds
James Beem Deputy
THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence
Warren Rhodes President Mortgagee, Kansas.
Owner, Reg. No. 15,242
Paid 6-19-59 Fee Paid \$123.75

75238 BOOK 126

MORTGAGE

THIS INDENTURE, made this 28th day of September,
1960, between Moore Land, Inc., a corporation duly organized,
incorporated, and existing under and by virtue of the laws of the
State of Kansas and having its principal place of business at
Lawrence, in the State of Kansas, party of the first part, and
William J. Callabresi, party of the second part.

WITNESSETH, that the said party of the first part for a
consideration heretofore paid, has sold and by these presents
does grant, bargain, sell and mortgage to the said party of the
second part his heirs and assigns forever, the following described
real estate, situated and being in the County of Douglas and
State of Kansas, to-wit:

Lot Four (4) in Block One (1) in Southridge
Addition No. Two (2), an Addition to the
City of Lawrence,

with all the appurtenances, and all the estate, title and interest
of the said party of the first part therein.

And the said party of the first part does hereby covenant
and agree that at the delivery hereof it is 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 and is given as
additional security to secure the payment of the balance due on
a certain promissory note in the sum of \$49,500.00 dated June 19,
1959, executed by first party to second party which note is also
secured by a mortgage executed by party of the first part to
party of the second part dated and recorded the 19th day of June,
1959 in Book 122, Pages 258-259, in the Register of Deeds Office
of Douglas County, Kansas, and this conveyance shall be void if
said note is paid according to its terms. But if default be
made in the payment of said note, or interest thereon, or the
taxes, 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;
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 party of the first part, its successors and assigns.