

Reg. No. 16,625  
Fee Paid \$45.00

76363 BOOK 127

MORTGAGE (No. 224) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 23rd day of March  
A. D. 1961, between Builder's Investment Company, Inc., a Kansas Corporation

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and John L. Polston of Lawrence, Kansas

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Eighteen Thousand DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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 Two (2), Block Two (2), India Addition, City of Lawrence, Douglas County, Kansas. Lot Three (3), Block Two (2), India Addition, City of Lawrence, Douglas County, Kansas. Lot 31, Block One (1), Belle Haven South, an addition to the City of Lawrence, Douglas County, Kansas. Lots Six (6), Seven (7), Eleven (11), and Twelve (12), Block One (1), Southridge #3, an addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Builder's Investment Company, Inc.

do hereby covenant and agree that at the delivery hereof that 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 Douglas County, Kansas, recorded in Book 127, page 532 and in Book 214, page 605; and a mortgage in favor of Anchor Savings Association in the amount of \$160,000.00.

This grant is intended as a mortgage to secure the payment of Eighteen Thousand Dollars, according to the terms of a certain note this day executed and delivered by the said Builder's Investment Company, Inc. to the said part Y of the second part, sa id note being for a term of six (6) months

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 part Y 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 part Y making such sale, on demand to said Builder's Investment Company, Inc., its heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of  
Builder's Investment Company, Inc. (SEAL)  
President (SEAL)  
Secretary (SEAL)

STATE OF KANSAS,  
Douglas County



BE IT REMEMBERED, That on this 28th day of March A. D. 19 61

before me, N. M. Brown a Notary Public in and for said County and State, came R. D. Parsons and Marcia A. Parsons, President and Secretary of Builders Investment

Co., Inc. 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 1 January 16 19 62  
N. M. Brown Notary Public

Recorded March 29, 1961 at 8:45 A.M.

Harold A. Beck Register of Deeds

See Assignment of Mortgage to Book 139 Page 166  
How Partial Release of Mortgage See Book 133 Page 539