

Reg. No. 18,733
Fee Paid \$17.25

MORTGAGE

(No. 52A)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

84608 BOOK 134

THIS INDENTURE

Made this 24th day of June

A. D. 1963, between Lowell A. Gish and Enola M. Gish, Husband and Wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and L. H. Newbanks and Minnie A. Newbanks, husband and wife, as joint
tenants with the right of survivorship and not as tenants in common.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Six Thousand Eight Hundred Fifty Three and 68/100 - - - - - 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 part 1st of the second part their 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:

Lots Numbered Twelve (12), Thirteen (13) and Fourteen (14)
less the East 45 feet of said lots, all on Ninth Street, in the City
of Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Lowell A. Gish and Enola M. Gish
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

This grant is intended as a mortgage to secure the payment of Six Thousand Eight Hundred Fifty Three and 68/100
Dollars, according to the terms of on certain note this day executed and delivered by the
said Lowell A. Gish and Enola M. Gish to the
said parties 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 part 1st of the second part their 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 making
such sale, on demand to said Parties of the first part

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lowell A. Gish (SEAL)
Enola M. Gish (SEAL)
Enola M. Gish (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 24 day of June A. D. 1963
before me, the undersigned a Notary Public
in and for said County and State, came Lowell A. Gish and Enola
M. Gish, husband and wife

to me personally known to be the same person 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 22 1965 Notary Public



Recorded June 26, 1963 at 10:10 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 26 day of Dec. 1963.

L. H. Newbanks Mortgagee.
Minnie A. Newbanks Owner.

This release was written
on the original
mortgage
this 27 day
of December
1963

Harold A. Beck
Reg. of Deeds
By: James Beck
Deputy