

30719 BOOK 105

MORTGAGE-Standard Form

(No. 52 A)

F. J. Boyes, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 31st day of July
A. D., 1953, between Marshall S. Tyler and Margaret E. Tyler, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

Party of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Thirty-Four Hundred and Twenty and no/100 ***** DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lots Nos. 177 and 179 on Locust Street in Block No. 4,
in that part of the City of Lawrence, known as North
Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Thirty-Four Hundred and Twenty and no/100
Dollars, according to the terms of one certain note this day executed and delivered by the
said Parties of the First Part to the
said part y 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 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 Parties of the First Part their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand s and seal s, the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 31st day of July A. D. 1953

before me, D. O. Phelps, a Notary Public

in and for said County and State, came Marshall S. Tyler and Margaret
E. Tyler, his wife

to me personally known to be the same person s 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 November 14 1953

Notary Public

Recorded November 1, 1953 at 2:30 P. M.
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 22nd day of March 1955
Wanda Carleton -

Register of Deeds

Handwritten signature