

51562 BOOK 105

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 1st day of March

A. D. 1954, between William M. Rice and Helen C. Rice, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Julia L. Maxwell

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand, Two Hundred (\$4200.00) 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 her 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 No. One Hundred Ten (110) on Alabama Street in Block
No. Thirty Seven (37) in West Lawrence, in the City of
Lawrence, Douglas County, Kansas

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

And the said Grantors 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 Four Thousand, Two Hundred (\$4200.00) Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said William M. Rice and Helen C. Rice, his wife to the said party of the second part the principal and the interest on said note being payable in monthly installments of \$50.00 each, first installment payable April 1, 1954, and said note bearing interest at the rate of five and one half (5½) per cent per annum

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 her 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

William M. Rice (SEAL)
Helen C. Rice (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.



BE IT REMEMBERED, That on this 1st day of March A. D. 1954 before me, the undersigned a Notary Public in and for said County and State, came William M. Rice and Helen C. Rice, 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 August 15, 1955 Elva Chandler Notary Public

Recorded March 1, 1954 at 11:20 A. M.

Register of Deeds

RELEASE.

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 26th day of September 1958.

Julia L. Maxwell

This release was written on the original entered this 26th day of September 1958
Harold A. Beck Reg. of Deeds
By Maria Wilson