

51735 BOOK 106

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 20th day of March

A. D. 1954, between Lillie Williams, a single woman

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

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Thirteen Hundred & Twenty & NO/100 (\$1320.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, haS sold and by these presents doS.S. 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 (15 ) Fifteen in Block (2) Two, Taylor's Addition, 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 Lillie Williams

doS.S. hereby covenant and agree that at the delivery hereof she 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 No Exceptions

This grant is intended as a mortgage to secure the payment of Thirteen Hundred & Twenty - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Lillie Williams to the said part Y of the second part E. Rice Phelps

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 Lillie Williams

her heirs and assigns

In Witness Whereof, The said part Y of the first part haS hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lillie Williams (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 20th day of March A. D. 1954  
before me, D. O. Phelps a Notary Public  
in and for said County and State, came Lillie Williams

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 Nov. 14 1957

D. O. Phelps Notary Public



Recorded March 22, 1954 at 9:45 A. M.

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 27th day of Jan 1955

Witness: Howard Wiseman

E. Rice Phelps

This release was written on the original mortgage entered on the 28 day of January 1955  
Harold A. Beck  
Reg. of Deeds