

51797 BOOK 106

MORTGAGE 4 158

(No. 52A)

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

This Indenture, Made this 23rd day of MarchA. D. 1954, between Bertha H. Thompson, a single womanof Lawrence, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelpsof Lawrence, Kansas of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred Eighty & NO/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell, grant, bargain, sell and Mortgage to the said party 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:

My Undivided One-Half (1/2) Interest in Lots Thirteen (13) and Fourteen (14)-Olmsteads Sub-Division of the East One-Half (1/2) of Block Forty-Seven (47), City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Bertha H. Thompson do 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 Six Hundred Eighty & NO/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Bertha H. Thompson, party of the first part to the said party of the second part E. Rice Phelps, party 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 party 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 party making such sale, on demand to said Bertha H. Thompson

her heirs and assigns

In Witness Whereof, The said party 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

Bertha H. Thompson, (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of March A. D. 1954before me, D. O. Phelps

a Notary Public

in and for said County and State, came Bertha H. Thompson

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 November 14 1957

Notary Public

Recorded March 29, 1954 at 1:40 P. M.

Harold A. Beck Register of Deeds

Return
 Certificate
 This mortgage is being paid in full, this mortgage is being
 discharged. No other thing being held this 24th day of February, 1957.
 E. Rice Phelps