

54461 BOOK 108

MORTGAGE

(No. 52A)

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

This Indenture, Made this 17th day of December

A. D. 1954, between Robert Watson and Lahoma Watson his wife

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

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two Thousand & no/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha VS 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 (121) One Hundred Twenty One and (123) One Hundred Twenty Three, in
Block (45) Forty Five, Raymond Place addition in the City of
Lawrence, 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 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 No Exceptions

This grant is intended as a mortgage to secure the payment of Two thousand (\$2000.00)
Dollars, according to the terms of one certain Note this day executed and delivered by the
said Robert Watson and Lahoma Watson, Parties of the First Part to the
said part y of the second part which note is payable in consecutive monthly
payments of (\$50.00) Fifty Dollars each beginning February 1st, 1955

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, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 1st of the first part ha VS hereunto set their
hand & seal & the day and year first above written.

Signed, Sealed and delivered in presence of

Robert Watson (SEAL)
Lahoma Watson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 17th day of December A. D. 1954
before me, D.O. Phelps a Notary Public

in and for said County and State, came Robert Watson and Lahoma
Watson

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

2nd 4 1957

D.O. Phelps Notary Public

Recorded December 20, 1954 at 1:45 P.M.

Register