

54602 BOOK 108

MORTGAGE

(No. 32A)

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

This Indenture, Made this 4th day of January
A. D. 19 55, between Henry E. Beers and Eunice D. Beers, husband and 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 of the first part, in consideration of the sum of
*****One Thousand & no/100***** 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 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 Seven (7), Block One (1), in Belmont Addition
to Lawrence, as surveyed, platted and recorded

with all the appurtenances, and all the estate, title and interest of the said parties 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 One Thousand & 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 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,
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 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
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Henry E. Beers (SEAL)
Eunice D. Beers (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 4th day of January A. D. 19 55
before me, D. O. Phelps a Notary Public
in and for said County and State, came Henry E. Beers and Eunice
D. Beers, 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 Nov. 14 19 57

D. O. Phelps Notary Public

Harold L. Hick Register of Deeds

