

MORTGAGE

(No. 52A)

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

55338

Book 108

This Indenture,Made this 14th day of MarchA. D. 1955, between Marshall S. Tyler and Margaret E. Tyler, his 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 party1st of the first part, in consideration of the sum of
Thirty Three Hundred & 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:

Lots Nos. 177 and 179 on Locust Street in Block No. 4,
in that part of the City of Lawrence, known as North
Lawrence

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 Thirty Three Hundred & 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, administr-
 ators 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
 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Marshall S. Tyler (SEAL)
Margaret E. Tyler (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF KANSAS,

Douglas

County, ss.



BE IT REMEMBERED, That on this 14th day of March A. D. 1955
 before me, D. O. Phelps a Notary Public

in and for said County and State, came Marshall S. Tyler and Margaret
E. Tyler, 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 1957

Notary Public

W. L. Beck