

MORTGAGE

61002 BOOK 113

(No. 52A)

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

This Indenture, Made this 15th day of OctoberA. D. 1956, between Robert L. Reed and Ruth Reed, 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 parties of the first part, in consideration of the sum of Thirteen Hundred and Seventy-Four and 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:

A Tract of land containing One (1) acre more or less according to government survey, described as follows: Beginning at a point 1400 feet East of the Southwest corner of Section 22, Township 12 South, Range 19 East of Sixty Principal Meridian; thence North 208.71 feet; thence West 208.71 feet; thence South 208.71 feet; thence East to the place of beginning

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 Thirteen Hundred Seventy-Four and no/100 Dollars, according to the terms of one certain Chattel Mortgage 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 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 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

Robert L. Reed (SEAL)
Ruth Reed (SEAL)
Ruth Reed (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of October A. D. 1956 before me, D. O. Phelps a Notary Public in and for said County and State, came Robert L. Reed and Ruth Reed, husband and wife to me personally known to be the same person as 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 1957D. O. Phelps Notary Public