

56832 Book 110

MORTGAGE

(No. 52A)

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

This Indenture, Made this 13th day of July
A. D. 19 55, between Irene Kidd, widow

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 Y of the first part, in consideration of the sum of
***** Three Hundred Seventy Nine & 60/100 ***** DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does
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:

Beginning at the North East corner of Block No. Nine (9), thence West
160 feet, thence South 234 feet, thence East 160 feet, thence North
234 feet to the place of beginning, less a Tract deeded to E. R. McCoy,
all in that part of the City of Lawrence formerly known as North
Lawrence, in Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.
And the said Party of the First Part

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

This grant is intended as a mortgage to secure the payment of Three Hundred Seventy Nine & 60/100
Dollars, according to the terms of one certain note this day executed and delivered by the
said Party of the First Part to the
said part Y 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 part Y 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 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 Party of the First Part

Her heirs and assigns

In Witness Whereof, The said part Y 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

Irene Kidd (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of July A. D. 19 55
before me, D. O. Phelps a Notary Public
in and for said County and State, came Irene Kidd, a widow,

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 19 57

Notary Public



David A. Pick Register of Deeds

117R
August
1955
by Frances M. J. Fox
Deputy