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MORTGAGE

53892

Book 110 No. 52A)

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

**This Indenture**, Made this 22nd. day of JulyA. D. 1955, between Margie Holloway, singleof 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 Five Hundred Ninety-Seven and 08/100 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 \_\_\_\_\_ and State of Kansas, described as follows, to-wit:

Lot Thirty-Three (33) and the West one-half (1/2) of Lot Thirty-two (32) in Doanes Subdivision of Block No. Seven (7), Earls Addition on Garfield Street, in the City of Lawrence, 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

does 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 Five Hundred Ninety-Seven and 08/100 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 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 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

Margie Holloway (SEAL)  
Margie Holloway (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 22nd day of July A. D. 19 55 before me, D. C. Phelps a Notary Public in and for said County and State, came Margie Holloway, single,

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

D. C. Phelps Notary Public

Recorded July 2, 1955 at 10:45 A.M.

W. A. Beck Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. At Witness my hand this 23rd day of July, 1955  
E. Rice Phelps

11-10-55  
JAN. 11/1956  
not the original  
index to it

in 24th  
of July  
1956

W. A. Beck  
Register of Deeds

Frances M. Phelps  
County