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Book 110

MORTGAGE

(No. 32A)

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

This Indenture,Made this 23rdday of JulyA. D. 19 55

between

Irene Kidd, widowof 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

****Six Hundred Thirty & no/100****

DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents does
 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:

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 Tract deeded to H. 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

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 Six Hundred Thirty & no/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 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, administrat-
 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 Y
 making such sale, on demand to said Party of the First Part

her heirs and assignsIn 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,

BE IT REMEMBERED, That on this 23rd 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 1957D. O. Phelps Notary Public

The note having described having been a mortgage is hereby released
 and the her thereby created discharge is hereby acknowledged and this 12th day of June 1956
D. O. Phelps

Wm. L. Root
 Reg. of Deeds
Franklin
 County