

MORTGAGE

No. 52A1

Boyles Legal Blanks - Cash Stationary Co. Lawrence, Kansas

This Indenture, Made this 1st day of November

A. D. 1955, between Rosetta J. Lee, a single woman,

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 Six Hundred and Seventy-Six and 74/100 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:

The South Four-Fifths (4/5) of the East One-Half (1/2) of the SE 1/4 of Block (9) less the N. (75) feet thereof, 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 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 Six Hundred and Seventy-Six and 74/100 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

Rosetta J. Lee (SEAL)
Rosetta J. Lee (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 1st day of November, A. D. 1955

before me, D. O. Phelps, a Notary Public in and for said County and State, came Rosetta J. Lee, a single woman

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 NOV. 14 1957 D. O. Phelps Notary Public



Recorded November 2, 1955 at 10:05 A.M. Release

The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged. The Witness my hand this 12th day of April 1956

attest: D. O. Phelps

Harold A. Beck

Register of Deeds

This release was written by me on the 12th day of April 1956

Harold A. Beck

Register of Deeds