

58100 Book 111

MORTGAGE

(No. 52A)

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

This Indenture,

Made this 21st day of November
A. D. 1955, between Louis L. Stillman and his wife, Emma J. Stillman

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

of the second part

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight Hundred Forty & 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:

Lots 140 and 141 North Lawrence, Addition # 3, known as 441 Perry Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein, And the said Louis L. Stillman and his wife, Emma J. Stillman do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances No Exceptions

This grant is intended as a mortgage to secure the payment of Eight Hundred Forty & no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Louis L. Stillman and Emma J. Stillman, his wife to the said part 2 of the second part E. Rice Phelps

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 2 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 1 making such sale, on demand to said Louis L. Stillman and his wife, Emma J. Stillman their heirs and assigns

In Witness Whereof, The said part 1st 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

Louis L. Stillman (SEAL)
Emma J. Stillman (SEAL)
Emma J. Stillman (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 21st day of November A. D. 1955 before me, D. O. Phelps, a Notary Public

in and for said County and State, came Louis L. Stillman and Emma J. Stillman to me personally known to be the same persons 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 10-27-57 D. O. Phelps Notary Public



Recorded November 23, 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. As Witness my hand this 15 day of July 1958.

E. Rice Phelps

Harold A. Beck

Register of Deeds

This release was written on the original mortgage
this 16th day of July 1958
Harold A. Beck
Notary