

58221 Book 111 5 707

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this 28th day of November

A. D. 19 55, between S. Robert Morley and Peggy Morley, his wife,  
and B. W. Anderson and Ruth Anderson, his wife

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 1st of the first part, in consideration of the sum of  
Six Hundred and Three and no/100 ~~500.00~~ DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, ha. ~~VE~~ sold and by these presents do  
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: Begin at North West Corner of North East Quarter (1)  
of Southwest Quarter (1/4) Section No. Seven (7) Township No. Fourteen (14)  
Range No. Nineteen (19). Thence South Sixty (60) Rods East Twenty-Six and  
two-thirds Rods (26 2/3). Thence North Sixty (60) Rods West Twenty-Six and  
two-thirds Rods (26 2/3) to Place of Beginning.  
Also begin Twenty Rods (20) North of the South East Corner of the North  
East Quarter (1/4) of the South West Quarter (1/4) Section Seven (7) Township  
Fourteen (14) Range Nineteen (19). Thence North Nine Rods (9) Thence West  
Fifty-three and 1/3 Rods (53 1/3) Thence South Nine Rods (9) Thence East  
Fifty-three and 1/3 Rods (53 1/3) to Place of Beginning. Containing in  
all thirteen (13) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Parties of the First Part

do hereby covenant and agree that at the delivery hereof they are 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 Three and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Parties 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, 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 part ~~Y~~  
making such sale, on demand to said Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha. ~~VO~~ hereunto set their

hand~~S~~ and seal ~~S~~ the day and year first above written.

Signed, Sealed and delivered in presence of

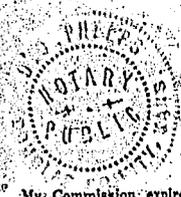
*S. Robert Morley* (SEAL)  
*Peggy Morley* (SEAL)  
*B. W. Anderson* (SEAL)  
*Ruth Anderson* (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

BE IT REMEMBERED, That on this 28th day of November A. D. 19 55  
before me, D. O. Phelps, a Notary Public  
in and for said County and State, came S. Robert Morley, Peggy Morley,  
B. W. Anderson and Ruth Anderson  
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 Nov. 14 19 57 *D. O. Phelps* Notary Public



This receipt  
was written  
on the original  
mortgage

Recorded December 3, 1955 at 11:15 A.M.

*Novel A. Beck* Register of Deeds

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 4th day of June, 1957.

E. Rice Phelps

*Parvella Beck*  
Reg. of Deeds  
*By Miss Nelson*