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MORTGAGE

Book 112

(No. 52A)

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

**This Indenture,** Made this 29th day of February

A. D. 1956, between Harland England and Audrey R. England, husband and 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 Eighteen Hundred and Seventy-Five and 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 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:  
Lot Number One (1) in Block One (1), in Belmont Addition,  
and Addition to the City of 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 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 Eighteen Hundred and Seventy-Five 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, 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 Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Harland England (SEAL)  
Audrey R. England (SEAL)  
Audrey R. England (SEAL)

STATE OF KANSAS,

Douglas County, ss:

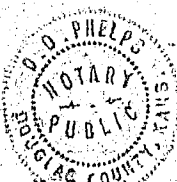
BE IT REMEMBERED, That on this 29th day of February A. D. 19 56

before me, D. O. Phelps a Notary Public in and for said County and State, came Harland England and Audrey R. England, husband and wife, to me personally known to be the same person as 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 56

D. O. Phelps Notary Public



Recorded February 29, 1956 at 11:25 A.M.

Harold A. Beck Register of Deeds