

6-114

59000 Book 112

MORTGAGE

(No. 52A)

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

**This Indenture,** Made this 10th day of MarchA. D. 1956 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.

Witneseth, That the said party of the first part, in consideration of the sum of ~~Twenty One Hundred Twenty & no/100~~ Twenty One Hundred Twenty & no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do, sell, 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:

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. Also: 637 Walnut Street and 209 North 7th  
Street, North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party 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 Twenty One Hundred Twenty & 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, 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 party making such sale, on demand to said Party of the First Part

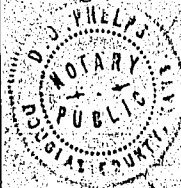
her heirs and assignsIn Witness Whereof, The said party of the first part has hereunto set her

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 10th day of March A. D. 1956before me, D. O. Phelpsa 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 November 14 1957D. O. Phelps Notary Public

Recorded March 13, 1956 at 9:30 A.M.

RELEASE.

Harold A. Beck Register of Deeds

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 14th day of July 1958.

E. Rice Phelps

The above  
was written  
on the original  
mortgage  
dated  
the 10th day  
of March  
1956  
Harold A. Beck  
Reg. of Deeds