

MORTGAGE

59204
Book 112

(No. 52A)

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

This Indenture, Made this 5th day of AprilA. D. 19 56, between Marshall S. Tyler, a single manof 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
Fifteen Hundred and Sixty and no/100 ***** DOLLARS,to him duly paid, the receipt of which is hereby acknowledged, ha...S sold and by these presents do...ES
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:Lots Nos. 177 and 179 on Locust Street in Block No. 4,
in that part of the City of Lawrence, known as North
Lawrencewith 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 Partdo... hereby covenant and agree that at the delivery hereof he 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Fifteen Hundred and Sixty and 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 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 Party of the First Parthis heirs and assignsIn Witness Whereof, The said part Y of the first part ha...S hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Marshall S. Tyler (SEAL)
Marshall S. Tyler (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County,

BE IT REMEMBERED, That on this 5th day of April A. D. 19 56before me, D. O. Phelps a Notary Publicin and for said County and State, came Marshall S. Tyler, asingle manto 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 19 57D. O. Phelps Notary Public

Recorded April 6, 1956 at 10:00 A.M.

Released

Harold A. Beck Register of Deeds

on 14th day of February 19 57 The not herein recorded having been paid in full, this mortgage is hereby
Harold A. Beck released, and the lien thereby created discharged. In Witness my hand
 this 15th day of February 1957
E. Rice Phelps Deputy
 attest: Wanda M. Carleton

E. Rice Phelps