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59367 Book 112

MORTGAGE

(No. 32A)

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

This Indenture, Made this 9th day of FebruaryA. D. 1956, between Robert Watson and Lahoma Watson, his wifeof 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 of the first part, in consideration of the sum of

Twelve Hundred & 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 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 (121) One Hundred Twenty One and (123) One Hundred Twenty Three, in
Block (45) Forty Five, Raymond Place addition in the City of
Lawrence, Kansas

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

And the said Parties of the First Partdo 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 except a First and prior Lien to the Lawrence Loan and
Finance Company in the amount of \$2000.00 (Two Thousand Dollars)This grant is intended as a mortgage to secure the payment of Twelve Hundred & no/100
Dollars, according to the terms of ONE certain Note this day executed and delivered by the
said Robert Watson and Lahoma Watson, Parties of the First Part to the
said part of the second part which note is payable in consecutive monthly
paymentsand 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 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
making such sale, on demand to said Parties of the First Part

Their heirs and assigns

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

hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Robert Watson (SEAL)
Lahoma Watson (SEAL)
Lahoma Watson (SEAL)

STATE OF KANSAS,

Douglas

County,

BE IT REMEMBERED, That on this 9th day of February A. D. 1956
before me, D. O. Phelps a Notary Public
in and for said County and State, came Robert Watson and Lahoma
Watson, his wifeto 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 NOV. 14 1957D. O. Phelps Notary Public

Recorded: 11/11/56

Register of Deeds

Release
The note herein described having been paid in full, this mortgage is
now by release, and the law thereby created discharged. As Witness
my hand this 12th day of October 1956
Attch: Wanda Carlson
E. Phelps

2nd
October
1956
H. Phelps
Notary Public
Douglas County, Kansas