

6-251

MORTGAGE

59808
Book 112

(No. 32A)

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

This Indenture, Made this 18th day of May

A. D. 1956, between William A. Hawkins and Helyn C. Hawkins, 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 189 of the first part, in consideration of the sum of Six Hundred and Forty-Two 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 Nine (9) in Sinclair's Subdivision
of a part of the City of Lawrence, in Douglas
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 189 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 Forty-Two 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 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 189 of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William A. Hawkins (SEAL)

Helyn C. Hawkins (SEAL)

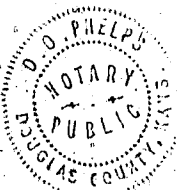
Helyn C. Hawkins (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County,



BE IT REMEMBERED, That on this 18th day of May A. D. 1956

before me, D. O. Phelps

a Notary Public

in and for said County and State, came William A. Hawkins and

Helyn C. Hawkins, his wife

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 1957

D. O. Phelps Notary Public

Recorded May 23, 1956 at 10:10 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 same thereby created discharged, as witness my hand this 20th day of April, 1957.

Attest: D. O. Phelps

E. Rice Phelps

This mortgage was filed on the 18th day of May 1956

this 14th day of May 1957

Harold A. Beck
Reg. of Deeds
By Marie Wilson
Deputy