

6 280

MORTGAGE

59811

Book 112

(No. 52A)

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

This Indenture,

Made this 11th day of June

A. D. 1956, between Irene Kidd, widow

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 Y of the first part, in consideration of the sum of
Nine Hundred and Seventy-Five and 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 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 ofBeginning at the North East corner of Block No. Nine (9), thence West
160 feet, thence South 234 feet, thence East 160 feet, thence North
234 feet to the place of beginning, less Tract deeded to H. R. McCoy,
all in that part of the City of Lawrence formerly known as North
Lawrence, in Douglas County, Kansas,

with 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 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 Nine Hundred Seventy-Five 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 Part

her heirs and assigns

In Witness Whereof, The said part Y 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

Mrs. Irene Kidd (SEAL)
Mrs. Irene Kidd (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 11th day of June A. D. 1956

before me, D. O. Phelps a Notary Public

in and for said County and State, came Mrs. Irene Kidd

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 June 12, 1956 at 9:50 A.M.

RELEASE.

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 1st day of December 1958

E. Rice Phelps

Register of Deeds

This mortgage
was written
on the 11th day of
June 1956Harold A. Beck
Notary PublicHarold A. Beck
Notary Public