

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture**

Made this 16th day of October

A. D. 19 56, between Wendell O. Kasson and Gladys L. Kasson, husband and wifeof 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 1st of the first part, in consideration of the sum of Twelve Hundred and Fifty-One 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 2nd 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:

One acre of land sixteen (16) rods from North to South and ten (10) rods from East to West being bounded as follows: Commencing at the Southeast Corner of the Northwest Quarter of Section Eight (8), T/S Twelve (12), Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a mortgage to secure the payment of Twelve Hundred Fifty-One and no/100 Dollars, according to the terms of one certain Capital Mort. Note this day executed and delivered by the said Parties of the First Part to the said part 2nd 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 2nd 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 1st making such sale, on demand to said Parties of the First Part

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Wendell O. Kasson (SEAL)  
Gladys L. Kasson (SEAL)  
Gladys L. (SEAL)

STATE OF KANSAS,

Douglas County,BE IT REMEMBERED, That on this 16th day of October A. D. 19 56before me, D. O. Phelps a Notary Publicin and for said County and State, came Wendell O. Kasson andGladys L. Kasson, husband and wife

to me personally known to be the same persons 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 19 57D. O. Phelps

Notary Public

Recorded October 27, 1956 at 10:55 AM.

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 22nd day of April 1959

E. Rice Phelps