

61478 BOOK 111

MORTGAGE

(No. 52A)

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

This Indenture, Made this 22nd day of December
A. D. 1956, between Marshall S. Tyler and Myrtle L. Tyler, husband and
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 1st of the first part, in consideration of the sum of
Twenty-Five Hundred and Sixty-Eight 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:

Lots Nos. 177 and 179 on Locust Street in Block No. 4,
in that part of the City of Lawrence, known as North
Lawrence.

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 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 Twenty-Five Hundred Sixty-Eight
Dollars, according to the terms of 1 certain note this day executed and delivered by the
said Parties 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 Parties of the First Part

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Marshall S. Tyler (SEAL)
Myrtle L. Tyler (SEAL)
Myrtle L. Tyler (SEAL)

STATE OF KANSAS,

Douglas

County,

BE IT REMEMBERED, That on this 22nd day of December A. D. 19 56
before me, D. O. Phelps a Notary Public

in and for said County and State, came Marshall S. Tyler and

Myrtle L. Tyler, husband and wife

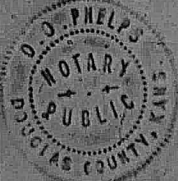
to me personally known to be the same persons who executed the foregoing instrument
of writing, and duly acknowledged the execution of the same.

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 1957

D. O. Phelps

Notary Public



Recorded December 24, 1956 at 9:10 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 25th day of July 1961.

E. Rice Phelps

Harold Beck Register of Deeds

This release
was written
on the original
mortgage

the 26th day
of July
1961

Harold Beck
Reg of Deeds