

61728 BOOK 114

MORTGAGE

(No. 32A)

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

**This Indenture,** Made this 19th day of JanuaryA. D. 19 57, between Olaf Vann and Alberta Vann, 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-Four Hundred and no/100 ~~\*\*\*\*\*~~ DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, ha VE 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:The East 50 feet of Lots Seventy (70) and Seventy-two (72), in  
Block Thirteen (13), in that part of the City of Lawrence, known  
as West Lawrencewith 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  
incumbrancesThis grant is intended as a mortgage to secure the payment of Twenty-Four Hundred 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 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 surplus, 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 parties 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

Olaf Vann (SEAL)  
Olaf Vann (SEAL)  
Alberta Vann (SEAL)  
(SEAL)

STATE OF KANSAS,

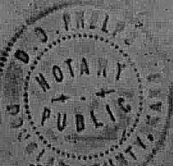
Douglas County, ss.

BE IT REMEMBERED, That on this 19th day of January A. D. 19 57  
before me, D. O. Phelps a Notary Public  
in and for said County and State, came Olaf Vann and Alberta Vann,  
husband and 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 November 14, 1957 D. O. Phelps Notary Public

Recorded January 24, 1957 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 lien  
thereby created discharged. As Witness my hand this 22nd day of Sept. 1959

E. Rice Phelps

The witness  
has not been  
seen and the original  
instrument is  
not in his  
possession.Harold A. Beck  
Register of Deeds  
E. Rice Phelps  
Notary Public