

Reg. No. 13,531
Fee Paid \$1.25

63713

BOOK 116

MORTGAGE

(No. 52A)

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

This Indenture, Made this 31st day of August
A. D. 19 57, between John Hess Junior and Goldie Hess, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Savanteen Hundred and Ten 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:

Beginning on the Quarter Section line at a point 1120 feet
North of the South east corner of the North West fractional
Quarter of Section Nineteen (19), Township Twelve (12),

Range Twenty (20), thence North 100 feet, thence West 183

Feet, thence South 100 feet, thence East 183 feet to the

place of beginning, less land taken for Highway purposes
in condemnation proceedings #20767 in District Court, Douglas
County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Savanteen Hundred Ten 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, administrato-
rs 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 ies
making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

John Hess Junior (SEAL)
John Hess Junior (SEAL)
Goldie Hess (SEAL)
Goldie Hess (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 31st day of August A. D. 19 57before me, D. O. Phelps a Notary Publicin and for said County and State, came John Hess Junior andGoldie Hess, husband and wifeto me personally known to be the same person S 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 September 3, 1957 at 9:25 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 15th day of Nov, 1958.

E. Rice Phelps

This release
was written
on the original
mortgage

entered
this 15th day
of Nov.
19 57

Harold A. Beck
Register of Deeds

E. Rice Phelps
Notary