

54188 BOOK 116

MORTGAGE (No. 32A) Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 17th day of October

A. D. 1957, between Betty Carter, a 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 Eleven Hundred and One and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha a sold and by these presents does 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:

Lot No. 181 on Rhode Island Street, in the City of Lawrence, 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 does 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 Eleven Hundred and One and no/100 Dollars, according to the terms of and 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, 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 making such sale, on demand to said Betty Carter heirs and assigns

In Witness Whereof, The said part Y of the first part ha a hereunto set hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
one and the same person (SEAL)

STATE OF KANSAS,
Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of October A. D. 19 57 before me, D. O. Phelps a Notary Public in and for said County and State, came Betty Carter, a widow

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 Nov. 14 19 57 D. O. Phelps Notary Public

Recorded October 19, 1957 at 9:32 A.M. Harold A. Beck Register of Deeds

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 10th day of June 1960.

E. Rice Phelps

27th
June
60
Harold A. Beck
By: [Signature]