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BOOK 118

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 16th day of JuneA. D. 19 58, between Helen B. Walker, a single woman,of Lawrence, in the County of Douglas and State of Kansasof 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 Seventeen Hundred Fifty-Five and no/100 ***** DOLLARS,to her duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do SS 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 Number Seventeen (17) in Block Ten (10), in Lane Place,
in the City of Lawrence, Kansaswith 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 Partdo SS 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Sevateen Hundred Fifty-Five and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Party of the First Part to the said part Y of the second part payable in thirty (30) monthly installments of \$58.50 each beginning July 15, 1958 and due on the 15th day of each succeeding month thereafterand 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 Y making such sale, on demand to said Party of the First Parther heirs and assignsIn Witness Whereof, The said part Y of the first part ha S hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Helen B. Walker (SEAL)Helen B. Walker (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 16th day of June A. D. 19 58before me, D. O. Phelps a Notary Publicin and for said County and State, came Helen B. Walker, a single woman,

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 1961D. O. Phelps Notary Public

Recorded June 17, 1958 at 4:15 P.M.

Harold A. Beck Register of Deeds