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BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 7th day of July
A. D. 19 58, between Louis L. Stillman and Erma J. Stillman, his 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 parties of the first part, in consideration of the sum of One Thousand and Eighty and no/100 ***** DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. VS 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 140 and 141 North Lawrence, Addition #3, known as 441 Perry Street, Lawrence, 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 One Thousand and Eighty 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 payable in thirty (30) monthly installments of \$36.00 each due on the 7th day of each month beginning August 7, 1958

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. Y making such sale, on demand to said Parties of the First Part

their heirs and assigns.

In Witness Whereof, The said part. IES of the first part have hereunto set their

hands and seal g the day and year first above written.

Signed, Sealed and delivered in presence of

Louis L. Stillman (SEAL)
Erma J. Stillman (SEAL)
Erma J. Stillman (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 7th day of July A. D. 19 58

before me, D. O. Phelps a Notary Public

in and for said County and State, came Louis L. Stillman and Erma J. Stillman, his wife,

to me personally known to be the same person Sw 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 61

D. O. Phelps Notary Public

Recorded July 9, 1959 at 9:35 A.M.

RECEIVED

Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge and payment of the debt secured thereby, and a thereby the register of deeds to cancel the same and to be recorded of record. Dated this 27 day of September 1959.

Louis L. Stillman