

Reg. No. 11,870
Fee Paid \$5.50

68797 BOOK 44

MORTGAGE

(No. 52A)

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

This Indenture, Made this 5th day of March
A. D. 1959, between John Hess, Junior and Goldie Hess, husband and wifeof 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 parties of the first part, in consideration of the sum of
***Twenty-Two Hundred and Fifty and no/100 *** DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have 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 Southeast corner of the Northwest 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, Kansaswith 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 Partdo 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-Two Hundred and Fifty 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 partas 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,
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 overplus, if any there be, shall be paid by the part y
making such sale, on demand to said Parties of the First Parttheir heirs and assignsIn Witness Whereof, The said parties of the first part have hereunto set their
hand^s and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS,

Douglas County, ss:BE IT REMEMBERED, That on this 5th day of March A. D. 1959before me, D. O. Phelpsa Notary Public
in and for said County and State, came John Hess Junior and Goldie
Hess, husband and wifeto me personally known to be the same persons 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 61D. O. Phelps Notary PublicThis release
was written
in the original
mortgage

Recorded on March 6, 1959 at 9:50 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the
debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of
record. Dated this 9th day of May 1959

E. Rice Phelps Mortgagee.

By James H. Smith
AttorneyKenneth A. Beck Register of Deeds