

Reg. No. 15,210

Fee Paid \$5.50

9-205

MORTGAGE BOOK 122 69942 (No. 22A) Boyles Legal Blanks-FORE PRINTING CO.-Lawrence, Kansas

**This Indenture,** Made this 6th day of June  
A. D. 1959, between James Robert Spencer and Luella Spencer, his wife  
of Daguerre, 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 1st of the first part, in consideration of the sum of Twenty-Two Hundred and Two 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:

Lot 116 in Block 37 in West Lawrence, an addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Twenty-Two Hundred and Two 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, 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 theirs and assigns

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hands and seal g the day and year first above written.

Signed, Sealed and delivered in presence of

James Robert Spencer (SEAL)  
Luella Spencer (SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 6th day of June A. D. 1959 before me, D. O. Phelps a Notary Public in and for said County and State, came James Robert Spencer and Luella Spencer, his wife to 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 1962 D. O. Phelps Notary Public

Recorded June 8, 1959 at 9:20 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 11 day of October 1960

Oct 11 1960

E. Rice Phelps Mortgagee.  
Owner.

Register of Deeds

This release was written on the original mortgage entered this 11th day of October 1960

Harold A. Beck  
Register of Deeds