

7-236

MORTGAGE 70224 (No. 22A) BOOK 122 Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture,

Made this 24th day of June

A. D. 19 59, between Sylvester E Hagan and Ruth E. Hagan, 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 Twenty One Hundred Sixty and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party 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 Nos. One (1) and Two (2) in Sinclairs Subdivision of a portion of the City of Lawrence, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sylvester E. Hagan and Ruth E. Hagan do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances No exceptions

This grant is intended as a mortgage to secure the payment of Twenty One Hundred Sixty 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 party 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 party 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 surplus, if any there be, shall be paid by the party making such sale, on demand to said Parties of the First Part their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Sylvester E. Hagan (SEAL)
Ruth E. Hagan (SEAL)
Ruth E. Hagan (SEAL)
Ruth E. Hagan (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 24th day of June A. D. 19 59

before me, D. O. Phelps

a Notary Public

in and for said County and State, came Sylvester E. Hagan and Ruth E. Hagan

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. 14th 19 61

D. O. Phelps

Notary Public



This release was written on the original mortgage entered this 28th day of June 1959

Harold A. Beck
Reg. of Deeds

By James Beem

Recorded June 26, 1959 at 9:55 A.M.

Harold A. Beck

Register of Deeds

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 26 day of June 1961.

E. Rice Phelps

Mortgagee. Owner.