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MORTGAGE

BOOK 123 71429

(No. 52A)

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This Indenture. Made this 2nd day of OctoberA. D. 1959, between William A. Hawkins and Helyn C. Hawkins, husband and 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 ~~Four Hundred and Eighty~~ Four Hundred and Eighty and no/100 ~~and no/100~~ 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 Number Nine (9) in Sinclair's Subdivision
of a part 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 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 Four Hundred 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 twelve (12) monthly installments of \$40.00 each beginning November 10, 1959 and due on the 10th day of each succeeding month thereafter

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 surplus, 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 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,

William A. HawkinsWilliam A. Hawkins (SEAL)Helyn C. Hawkins (SEAL)H (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 2nd day of October A. D. 19 59before me, D. O. Phelps

a Notary Public

in and for said County and State, came William A. Hawkins andHelyn C. Hawkins, husband and wifeto me personally known to be the same person s 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



This release
was written
on the original
mortgage
entered
on 28th day
of January
1961
Harold A. Beck
Reg. of Deeds
By James B. Bessy

Recorded October 3, 1959 at 9:15 A.M.

RELEASE

Harold A. Beck

Register of Deeds

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 25th day of Jan 1961.

E. Rice Phelps Mortgage. Owner.