

Reg. No. 15,550

Fee Paid \$2.00

71505

**This Indenture.** Made this 10th day of October A. D. 19 59, between Bobby J. Falta, a single person of KANSAS 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 Y of the first part, in consideration of the sum of Seven Hundred Seventy-Five and 20/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he is sold and by these presents do sell 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 Thirteen (13) in Countryside, in the City of Lawrence**

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Party of the First Part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised 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 Seven Hundred Seventy-Five and 20/100 Dollars, according to the terms of one note this day executed and delivered by the said Party of the First Part to the said part Y of the second part, payable in twenty-four monthly installments of \$32.30 each due on the 18th of each month beginning November 18, 1959

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 Party of the First Part his heirs and assigns.

In Witness Whereof, The said part Y of the first part he is hereto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of Bobby J. Falta (SEAL)  
Bobby J. Falta (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 10th day of October A. D. 19 59 before me, D. O. Phelps a Notary Public in and for said County and State, came Bobby J. Falta, a single person 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 set my name and affixed my official seal at the day and year last above written.

My Commission expires Nov. 14 19 61 D. O. Phelps Notary Public

This release was written on the original mortgage entered the 27th day of February 1960.

Harold A. Beck  
Reg. of Deeds  
By: James Beem  
Deputy

Recorded October 12, 1959 at 10:35 A.M.

RELEASE

Harold A. Beck Register of Deeds  
By: James Beem, Deputy

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 Feb. 1960.

E. Rice Phelps

Mortgagee, Owner.