

Reg. No. 15,630
Fee Paid \$30.00

71990 BOOK 123

MORTGAGE

(No. 32A)

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

This Indenture, Made this 19th day of May
A. D. 19 59, between E. Rice Phelps and Thekla W. Phelps, husband and wife,
and Donald O. Phelps and Margaret R. Phelps, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Julius W. Marks and Nelle G. Marks, husband and wife
as joint tenants with right of survivorship and not as tenants in
common

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
~~***** Twelve Thousand 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 parties of the second part their 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 Ninety-Eight (98) on Vermont Street,
in the City of Lawrence

with 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 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 Twelve Thousand 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 parties of the second part payable in sums of Five Hundred Dollars (\$500.00)
or more per annum after date hereof together with interest on the un-
paid balance at six percent (6%) per annum, interest payable semi-
annually

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 ies of the second part thelt executors, administrat-
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 ies
making such sale, on demand to said Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha VE hereunto set their
hands and seal 3 the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas

ss:

BE IT REMEMBERED, That on this 19th day of May A. D. 19 59before me, Ethel High a Notary Publicin and for said County and State, came E. Rice Phelps, Thekla W. Phelps,
Phelps, Donald O. Phelps and Margaret R. Phelps

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 Comm. Expires July 7 1961

Notary Public



This release
was written
on the original
mortgage
dated
the 26th day
of August
1959
James B. B.
Reg. of Deeds

Recorded: November 20, 1959 at 1:45 P.M. Edward 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 22nd day of August 1969

Julius Marks Mortgagee, Owner.