

9-473

MORTGAGE BOOK 123 72140 (No. 52A) Boyles Legal Blanks—FORE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 5th day of DecemberA. D. 1959, between Irene Kidd, Widowof Lawrence in the County of Douglas and State of Kansas
of the first part, and E. Rice PhelpsParty of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of
** Twelve Hundred Thirty-Three & no/100**** DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does
 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:

Beginning at the North East corner of Block No. Nine(9), thence West
 160 feet, thence South 234 feet, thence East 160 Feet, thence North
 234 feet to the place of beginning, ~~less~~ Tract deeded to H. R. McCoy,
 all in that part of the City of Lawrence formerly known as North
 Lawrence, in Douglas County, Kansas

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 Partdoes hereby covenant and agree that at the delivery hereof she is 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 Hundred Thirty Three and
Dollars, according to the terms of one certain note no/100 this day executed and delivered by the
 said Party of the First Part to the
 said part 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, 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 Y
 making such sale, on demand to said Party of the First Part

her heirs and assignsIn Witness Whereof, The said part Y of the first part has herunto set her

hand and seal the day and year first above written.

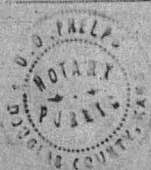
Signed, Sealed and delivered in presence of

Irene Kidd (SEAL)Mrs. Irene Kidd (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 5th day of December A. D. 19 59before me, D. O. Phelps a Notary Publicin and for said County and State, came Irene Kidd, widowto 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. 14 19 61D. O. Phelps Notary PublicThis release
was written
on the original
mortgage.e
26th day
of January
1961Harold A. BeckE. Rice Phelps

Recorded December 8, 1959 at 9:15 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 25 day of Jan 1961.

E. Rice Phelps
 Mortgagee. Owner.

Harold A. Beck Register of Deeds