

60-61 72750 BOOK 124

MORTGAGE

(No. 22A)

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This Indenture, Made this 13th day of FebruaryA. D. 1960, between Bobby J. Felts, and his wife Barbara C. Feltsof 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 part 1st of the first part, in consideration of the sum of ***Eleven Hundred Forty Three & 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 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 1st 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 Eleven Hundred Forty Three & no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said parties to the said part Y of the second part, payable in twenty Thirty (30) monthly installments of \$38.10 each due on the 15th day of each month beginning March 15, 1960

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 overplus, if any there be, shall be paid by the part 1st making such sale, on demand to said Parties

their heirs and assigns

In Witness Whereof, The said part 1st of the first part has Y hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Bobby J. Felts (SEAL)
Barbara C. Felts (SEAL)
Barbara C. Felts (SEAL)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 13th day of February A. D. 1960before me, E. O. Phelps a Notary Publicin and for said County and State, came Bobby J. Felts andhis wife, Barbara C. Felts

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. 14, 61

D. O. Phelps

Notary Public



This release was written and the original mortgage entered on the day of July 1960

Recorded February 16, 1960 at 9:40 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 5th day of July 1960.

Harold A. Beck
Reg. of Deeds
By Jesse Beem

E. Rice Phelps
Mortgagee. Owner.

Harold A. Beck Register of Deeds