

Ref. No. 15,967

Fee Paid \$6.25

MORTGAGE

73648

(Ch. 234)
BOOK 125

Boyle Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture,Made this 15th day of JuneA. D. 1960, between HARRY R. MCCOY and LAMERIE C. MCCOY, 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 Twenty-Four Hundred and Ninety and 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 party 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 a point 110 feet West of the Northeast corner of Block No. 9 in that part of the City of Lawrence known as North Lawrence, thence West 110 feet, thence South 234 feet, thence East 110 feet, thence North 234 feet to the place of beginning.

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 Twenty-Four Hundred Ninety 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 party of the second part, said note being payable in thirty (30) equal monthly installments of \$83.00 each due on the 22nd day of each month beginning August 22, 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 party of the second part, his executor, 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 party 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

Harry R. McCoy (SEAL)
Lamerie C. McCoy (SEAL)
Lamerie C. McCoy (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 15th day of June A. D. 1960

before me, D. O. Phelps a Notary Public in and for said County and State, came HARRY R. MCCOY and LAMERIE C. MCCOY, husband and wife,

to me personally known to be the same person as 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

Recorded June 15, 1960 at 1:45 P.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 26 day of March 1963.

E. Rice Phelps Mortgagee.

This release was written on the original mortgage entered this 29 day of March 1963

Harold A. Beck
Reg. of Deeds
By: Janice Keen, Deputy