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MORTGAGE BOOK 125 74050

(No. 21A)

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This Indenture, Made this 19th day of July
A. D. 1960, between Buddy James and Hazel A. James, his wife

of Eudora, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and Forty Six and 80/100 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:

All of Lots (7) Seven & (8) Eight in Block (61) Sixty One in the
City of Eudora, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said Buddy James and Hazel A. James

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances NO EXCEPTIONS

This grant is intended as a mortgage to secure the payment of Two Thousand Forty Six & 80/100 Dollars, Plus interest and Life Ins. according to the terms of one certain Note. this day executed and delivered by the said Buddy James and Hazel A. James his wife to the said part y of the second part, The total indebtedness being \$2565.00 Twenty Five Hundred Sixty Five and no/100 - - Dollars.

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 making such sale, on demand to said Buddy James & Hazel A. James

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand S and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Buddy James (SEAL)
Hazel A. James (SEAL)
Hazel A. James (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas ss:

BE IT REMEMBERED, That on this 19th day of July A. D. 1960
before me, D.O. Phelps a Notary Public
in and for said County and State, came Buddy James and Hazel A. James

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 Commission expires Nov. 14th 1961D O Phelps

Notary Public



This release
was written
on the original
mortgage
entered
this 24 day
of January
1962

Harold D. Beck
Reg. of Deeds

By James B. Beck
Records

Recorded July 26, 1960 at 9:15 A.M.

RELEASE

Harold D. Beck Register of Deeds

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 23 day of Feb 1962.

E. Rice Phelps Mortgagee.