

60.327

MORTGAGE BOOK 126 74586

(No. 22A)

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

This Indenture, Made this 15th day of SeptemberA. D. 19 60, between Frances Thomas, a widow and single womanof 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 Y of the first part, in consideration of the sum of ***** Nine Hundred and Eighty-One and no/100 ***** DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, he is sold and by these presents do is 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 No. 120 on Maine Street, in Block 36, in that part of the City of Lawrence known as West Lawrence

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 Part

do is 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 Nine Hundred Eighty-One and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Party of the First Part to the said part Y of the second part payable in thirty (30) monthly payments of \$32.70 each due on the 15th day of each month beginning October 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 Y making such sale, on demand to said Party of the First Part

her heirs and assigns

In Witness Whereof, The said part Y of the first part has hereto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Frances Thomas (SEAL)
FRANCES THOMAS (SEAL)
(SEAL)
(SEAL)

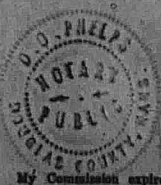
STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 15th day of September A. D. 19 60before me, D. O. Phelps a Notary Publicin and for said County and State, came Frances Thomas, a widow and single woman

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 19 61D. O. Phelps Notary Public

This release was written on the original mortgage entered this 1 day of March 19 62

Harold A. Beck
Register of Deeds
By James Beem
Deputy

Recorded September 16, 1960 at 9:15 A.M.

RELEASE

Harold A. Beck Register of Deeds
By James Beem Deputy

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 1st day of March 1962.

E. Rice Phelps Mortgagee.
Owner.