

60 360

MORTGAGE 74882 9th, 21st Boyles Legal Block-FORE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 14th day of October
A. D. 1960, between Irene Kidd, Widow

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 party of the first part, in consideration of the sum of Thirteen Hundred Twenty Nine & 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 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 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 party of the first part therein.
And the said Party of the First Part

do 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 Thirteen Hundred Twenty Nine & 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 party of the second part payable in thirty (30) monthly installments of \$44.30 each due on the 14th day of each month beginning November 14, 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand to said Party of the First Part

her heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Mrs. Irene Kidd
Mrs. Irene Kidd

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 14th day of October A. D. 1960

before me, D. O. Phelps a Notary Public
in and for said County and State, came Irene Kidd, widow

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 1961

D. O. Phelps Notary Public

Recorded October 15, 1960 at 9:00 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 25 day of August 1961.

E. Rice Phelps Mortgagee.

This release was written on the original mortgage entered this 30th day of August 1961

Harold A. Beck
Reg. of Deeds
James Beem
Deputy