

76568 BOX 137

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No. 5707

Boyle Legal Binder—FORM PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 17th day of April

A. D. 19 61, between Paul E. Stowe and Clara Mae Stowe, husband and wife.

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

Party of the second part

Witnesseth, That the said part 155 of the first part, in consideration of the sum of ***** Six Hundred and Ninety and no/100 *****

to them duly paid, the receipt of which is hereby acknowledged, he Ye 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 165, on the South side of Perry Street in Subdivision of Southwest Block of Addition No. 3 in that part of the City of Lawrence, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 100 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 Six Hundred and 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 Y of the second part payable in twenty-four (24) monthly installments of \$26.75 each due on the 28th day of each month beginning May 28, 1961

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or if the insurance is not kept up thereon, then this conveyance due and payable, and it shall be lawful for the said party of the second part, his executors, administrators, 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 of the first part, on demand to said Parties of the First Part making such sale, on demand to said Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part 123 of the first part ha VO hereunto set their

hand B and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Paul E. Stowe (SEAL)

Paul L. Stowe (SEAL)
 Clara Mae Stowe (SEAL)
 Clara Mae Stowe

CL (SEAL)

STATE OF KANSAS.

Douglas

Count

BE IT REMEMBERED, That on this 17th day of April A. D. 1961

before me, D. O. Phelps

in and for said County and State, came Paul E. Stowe and Clara
Mae Stowe, husband and wife

to me personally known to be the same person B 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

[Signature] Notary Public

This release
was written
on the original
mortgage.

Recorded April 19, 1961 at 9:45 A.M.

RELEASE

Harold A. Beck Register of Deeds

entered
this 6 day
of December
1961

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 December 1961.

E. Rice Phelps Mortgagee.

Harold A. Beck

By: Jamie Beern