

Reg. No. 16,816  
Fee Paid \$1.75

61 294

MORTGAGE

77129

(No. 574)  
BOOK 128

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

**This Indenture,** Made this 8th day of June  
A. D. 19 61, between Sylvester E. Hagan and Ruth E. Hagan, his 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 part 1st of the first part, in consideration of the sum of  
\*\*\*Eighteen Hundred and Sixty and no/100 \*\*\*\*\* DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, he VS 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:

Lots Nos. One (1) and Two (2) in Sinclairs Subdivision of a  
portion of the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Eighteen Hundred and Sixty 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 part Y of the second part payable in Thirty (30) equal monthly payments of  
Sixty-Two and no/100 (\$62.00) Dollars each due on the 10th day of each  
succeeding month beginning July 10, 1961

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 pre-  
scribed 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 part Y  
making such sale, on demand to said Parties of the First Part  
their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha VS hereunto set their  
hand and seal 8 the day and year first above written.

Signed, Sealed and delivered in presence of

Sylvester E. Hagan (SEAL)  
Ruth E. Hagan (SEAL)  
Ruth E. Hagan (SEAL)

STATE OF KANSAS,

County

Douglas

BE IT REMEMBERED, That on this 8th day of June A. D. 19 61

before me, D. O. Phelps a Notary Public  
in and for said County and State, came Sylvester E. Hagan and  
Ruth E. Hagan, his wife

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

Notary Public

D. O. Phelps

This release  
was written  
on the original  
mortgage entered  
this 20 day  
of June  
19 61  
Samuel  
Reg. of Deeds

Recorded June 10, 1961 at 10:00 A.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 19 day of July 1965.

E. Rice Phelps Mortgagee.

Harold A. Beck Register of Deeds