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MORTGAGE

(Mo. 21A)

Boyle Legal Blank-FORE PRINTING CO.-Lawrence, Kansas

This Indenture,Made this 23rd day of JuneA. D. 1961, between Marshall S. Tyler and Myrtle L. Tyler, Husband and wifeof Denver

in the County of

and State of Coloradoof 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 thirteen hundred ninety five & no/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:

Lots No. 177 and 179 on Locust Street in Block No. 4, 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 parties 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 thirteen hundred ninety five & no/100 Dollars, according to the terms of 1 certain Note this day executed and delivered by the said Parties of the First Part to the said part Y of the second part

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 mortgage 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 surplus, if any there be, shall be paid by the part 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Marshall S. Tyler (SEAL)
Myrtle L. Tyler (SEAL)
Myrtle L. Tyler (SEAL)

COLORADO
STATE OF KANSAS

DEVER County

BE IT REMEMBERED, That on this 23rd day of July A. D. 1961

before me, A. D. Williams a Notary Public

in and for said County and State, came Marshall S. Tyler
and Myrtle L. Tyler

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 December 27, 1962

A. D. Williams Notary Public

This release
was written
on the original
mortgage entered
this 14 day
of May
1964

Harold A. Beck
Reg. of Deeds

By James Beem
Deputy

Recorded July 12, 1961 at 10:05 A.M.

RELEASE

Harold A. 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 23rd day of April 1964.

E. Rice Phelps Mortgagee