

Reg. No. 17,004
Fee Paid \$2.50

61-398

MORTGAGE 77962 39A. 31A: 129 Book 129 Moyle Legal Blanks-FORE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 18th day of August
A. D. 1961, between Louis L. Stillman and Erma J. Stillman, 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 parties of the first part, in consideration of the sum of Five Hundred and Eighty-Two and 50/100 ***** 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 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:

Lots One Hundred and Forty (140) and One Hundred Forty-One (141) North Lawrence, Addition #3, known as 441 Perry Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said party 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 Five Hundred and Eighty-Two and 50/100 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 party of the second part payable in thirty (30) monthly installments of \$32.75 each due on the 18th day of each month beginning September 18, 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 party of the second part, his heirs, 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 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of
Louis L. Stillman (SEAL)
Erma J. Stillman (SEAL)
Erma J. Stillman (SEAL)

STATE OF KANSAS,
Douglas County, KS:
BE IT REMEMBERED, That on this 18th day of August A. D. 1961 before me, D. O. Phelps a Notary Public in and for said County and State, came Louis L. Stillman and Erma J. Stillman, 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
D. O. Phelps Notary Public

Recorded August 19, 1961 at 9:05 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 29 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
E. Rice Phelps
Mortgagee