

78068 BOOK 129

MORTGAGE

(No. 22A)

Boyles Legal Blanks—FORRE PRINTING CO.—Lawrence, Kansas

This Indenture,Made this 28th day of AugustA. D. 1961, between Louis L. Stillman and Erma J. Stillman, his wifeof 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 Twenty-Five Hundred and Twenty and no/100 *****

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 One Hundred and Forty (140) and One Hundred Forty-One (141)
North Lawrence, Addition Three (3), known as 441 Perry Street,
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 Partdo 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Twenty-Five Hundred Twenty and no/100Dollars, according to the terms of one certain note this day executed and delivered by the
said Parties of the First Partto the
said part Y of the second part payable in thirty (30) monthly installments of
\$84.00 each due on the 28th day of each month beginning September 28,
1961and 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, administrat-
ors 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 overplus, if any there be, shall be paid by the part Y
making such sale, on demand to said Parties of the First Parttheir heirs and assignsIn Witness Whereof, The said parties of the first part ha ve hereunto set theirhand 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 CountyBE IT REMEMBERED, That on this 28th day of August A. D. 19 61before me, D. O. Phelps a Notary Publicin and for said County and State, came Louis L. Stillman and Erma
J. Stillman, his wifeto 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 19 61D. O. Phelps Notary Public

Recorded August 30, 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 26th day of July 1965E. Rice Phelps Mortgagee. Owner.This release
was written
on the original
mortgage entered
this 27 day
of August
19 61
E. Rice Phelps
Reg. of Deeds