

MORTGAGE 78533 (No. 32A) BOOK 129 Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 15th day of October
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
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 Eleven Hundred Fifty-Five and no/100 ***** DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

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 ies 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 Eleven Hundred Fifty-Five 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 party of the second part, payable in thirty (30) monthly installments of \$38.50 each due on the 28th of each month beginning November 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 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 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 y 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 hands and seal on the day and year first above written.

Signed, Sealed and delivered in presence of
Paul E. Stowe (SEAL)
Clara Mae Stowe (SEAL)
Clara Mae Stowe (SEAL)

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 15th day of October A. D. 19 61 before me, D. O. Phelps a Notary Public 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 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 Nov. 14 19 61
D. O. Phelps Notary Public

Recorded October 17, 1961 at 9:30 A.M.

RELEASE

Harold A. Beck, Register of Deeds
By Janice Beem, Deputy

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 24 day of January 1966.

E. Rice Phelps Mortgagee. Owner.

This release was written on the original mortgage filed this 25 day of January 19 66Janice Beem
Reg. of Deeds
By Sue Nantyglin
Deputy