

Reg. No. 17,457
Fee Paid \$6.25

78594 BOOK 129

MORTGAGE

(No. 32A)

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This Indenture, Made this 23rd day of OctoberA. D. 19 61, between Kenneth Louis Stovall and Anna P. Stovall, 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 Two Thousand Four Hundred Sixty and 00/100**** 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 Two Hundred Seven (207) and Two Hundred Eight (208)
in Fairfax, an Addition to the City of 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 Two Thousand Four Hundred Sixty & no/10 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 and is payable in Thirty (30) monthly installments of \$82.00 each due on the 23rd of each month beginning November 23, 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 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 overplus, 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 ies 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

Kenneth Louis Stovall (SEAL)

Anna P. Stovall (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 23rd day of October A. D. 19 61

before me, D. O. Phelps a Notary Public

in and for said County and State, came Kenneth Louis Stovall and Anna P. Stovall, his 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



This release was written on the original mortgage entered this 28 day of January 19 61
Harold A. Beck
Reg. of Deeds
By James B. Beck
Deputy

Recorded October 24, 1961 at 9:40 A.M.

Harold A. Beck Register of Deeds

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 27 day of January 1961.

E. Rice Phelps Mortgagee, Owner.