

Reg. No. 17,461  
Reg. Paid \$9.00

78606 BOOK 129

61-556

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this 18th day of October  
A. D. 1961, between Lawrence William Irland and Arletha M. Irland, 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 part ies of the first part, in consideration of the sum of Thirty-Six Hundred and Fourteen and no/100 \*\*\*\*\* DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha. VS 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: Beginning at a point 37 feet South of the North-west corner of fractional Lot No. 37 Delaware Street, in the City of Lawrence, thence South on the West line of said Lot No. 37, and Lot No. 39, 37 feet, thence East East and Parallel with the North line of said Lot 37, 117 feet, thence North 37 feet, thence West Parallel with the said North line of said Lot 37, 117 feet to the place of beginning, embracing part of said Lots 37 and 39 and Part of Lot No. 1 in Section 31, Township 12, Range 20, in the City of Lawrence, in Douglas County, Kansas, and commonly known as 925 Delaware Street.

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 no exceptions.

This grant is intended as a mortgage to secure the payment of Thirty-Six Hundred Fourteen 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 part Y of the second part, and payable in fifty-nine (59) monthly installments of \$60.00 and one (1) of \$74.00 due on the 1st. day of each month, beginning December 1, 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 ha. VS hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lawrence William Irland (SEAL)  
Arletha M. Irland (SEAL)  
Arletha M. Irland (SEAL)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 18th day of October A. D. 19 61before me, D. O. Phelps a Notary Publicin and for said County and State, came Lawrence William Irland and Arletha M. Irland, 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 1961D. O. Phelps Notary Public

Recorded October 26, 1961 at 9:30 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 25 day of May 1961.

E. Rice Phelps Mortgagee.

This release was written on the original mortgage entered this 26 day of May 1961

Harold G. Beck  
Reg. of Deeds  
By Janice Beck  
Deputy