

MORTGAGE 79371 BOOK 130 (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 18th day of January
A. D. 1962, between Buddy James and Hazel A. James, husband and wife,of Eudora, 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
Ten Thousand Four Hundred and Six 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:All of Lots (7) Seven and (8) Eight in Block (61) Sixty-One in the
City of Eudora, 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 Part
do hereby covenant and agree that at the delivery hereof they are the lawful owners of
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrances NO EXCEPTIONSThis grant is intended as a mortgage to secure the payment of Ten Thousand Four Hundred And Six
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 payable in (121) One Hundred Twenty-One monthly
installments of (\$86.00) Eighty-Six Dollars each due on the 18th. day
of each succeeding month beginning February 18, 1962and 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 part 1st of the first part ha VE hereunto set their
hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Buddy James (SEAL)
Hazel A. James (SEAL)
Hazel A. James (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 18th day of January A. D. 19 62
before me, D. O. Phelps a Notary Publicin and for said County and State, came Buddy James and Hazel A.
James, husband and wife,to me personally known to be the same person S 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 65D. O. Phelps Notary Public

Recorded January 18, 1962 at 2:40 P.M.

Harold A. Beck Register of DeedsFor Assign. of Mortgage, See Book 159, page 209.

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 2nd day of February 1971.Margaret R. Phelps
Owner.This release
was written
on the original
mortgage
entered
this 3rd day
of February
1971.
James Baem
Reg. of Deeds

Deputy