

79790 BOOK 130

MORTGAGE

(No. 32A)

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

This Indenture,

Made this

9th

day of

March

A. D. 1962

between Wesley S. Sims, Sr. and Rosa B. Sims, 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 Thirteen Hundred Twenty and no/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 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 Number One Hundred Thirty-Seven (137), New Jersey Street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 EXCEPTIONS

This grant is intended as a mortgage to secure the payment of Thirteen Hundred Twenty 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 which note is payable in Thirty (30) monthly installments of \$44.00 each due on the 10th day of each month beginning April 10th, 1962

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 overplus, if any there be, shall be paid by the party 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Wesley S. Sims, Sr. (SEAL)
Wesley S. Sims, Sr.

Rosa B. Sims (SEAL)
Rosa B. Sims (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 9th day of March A. D. 1962

before me, D. O. Phelps

a Notary Public

in and for said County and State, came Wesley S. Sims, Sr. and Rosa B. Sims, 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. 14th 1965

D. O. Phelps Notary Public



This release was written on the original mortgage this 9th day of March 1962

Harold A. Beck
Reg. of Deeds
County

Recorded March 10, 1962 at 9:35 A.M.

RELEASE

Harold A. Beck Register of Deeds

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 record. Dated this 8th day of Sept 1964

E. Rice Phelps Mortgagee.