

80805 BOOK 131

62-308

MORTGAGE

(No. 32A)

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This Indenture,Made this 15th day of JuneA. D. 19 62, between Helen Johnson and Spencer V. Johnson, 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 ***** Nine Hundred 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:

Lot Number Seventeen (17) in Block Ten (10), in Lane Place, in the City of Lawrence, Kansas.

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 Nine Hundred 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, payable in twenty-Four (24) monthly installments of Thirty-Seven and 50/100 (\$37.50) Dollars on the 15th day of each month, beginning July 15, 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 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 parties 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

Helen Johnson (SEAL)
Spencer V. Johnson (SEAL)
Spencer V. Johnson (SEAL)
Spencer V. Johnson (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 15th day of June A. D. 19 62before me, D. O. Phelps

a Notary Public

in and for said County and State, came Helen Johnson and Spencer V. Johnson, husband and wifeto 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 June 19, 1962 at 9:00 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 19 day of Aug 1964.

E. Rice Phelps Mortgagee. Owner.

This release
was written
on the original
mortgage

entered
this 20 day
of August
19 64

Harold A. Beck
Reg. of Deeds
E. Rice Phelps
Deputy

