

Reg. No. 18,105
Fee Paid \$6.25
62-419

MORTGAGE 81738 BOOK 132 (No. 52A) Boyles Legal Blanks-FOREE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 4th day of September
A. D. 19 62, between William C. Foulke and Pearl M. Foulke, 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
****Twenty-Four Hundred Sixty 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 Seven (7) and the North half of Lot Number Eight (8) in
Block Number Five (5), in Belmont Addition, 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 except a first and prior lien to Capitol Federal Savings and
Loan Association, Lawrence, Kansas.

This grant is intended as a mortgage to secure the payment of Twenty-Four Hundred Sixty 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 thirty (30) equal monthly install-
ments of \$82.00 each due on the 15th day of each month beginning October
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, 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 Part
their heirs and assigns

In Witness Whereof, The said parties of the first part ha ve hereunto set their
hand and seal 8 the day and year first above written.

Signed, Sealed and delivered in presence of

William C. Foulke (SEAL)
Pearl M. Foulke (SEAL)
Pearl M. Foulke (SEAL)

STATE OF KANSAS,
Douglas County ss:



BE IT REMEMBERED, That on this 4th day of September A. D. 19 62
before me, D. O. Phelps a Notary Public
in and for said County and State, came William C. Foulke and Pearl
M. Foulke, husband and wife

to me personally known to be the same person 8 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 65 D. O. Phelps Notary Public

Recorded September 6, 1962 at 10:00 A.M.

RELEASE Wanda 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
this mortgage of record. Dated this 20th day of May 1968

E. Rice Phelps
Mortgagee. Owner.

This release
was written
on the original
mortgage
entered
this 21 day
of May
19 68
Jessie Beem
Reg. of Deeds