

MORTGAGE 81786 BOOK 132 (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture.** Made this 7th day of September

A. D. 1962, between Irene Kidd, Widow,

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 Y of the first part, in consideration of the sum of Seventeen Hundred Eighty-Five and no/100 \*\*\*\*\* DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 the North East corner of Block No. Nine (9), thence West 160 feet, thence South 234 feet, thence East 160 feet, thence North 234 feet, to the place of beginning, less Tract deeded to H. R. McCoy of Lawrence, in Douglas County, Kansas, all in that part of the City of Lawrence formerly known as North Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said Party of the First Part

do hereby covenant and agree that at the delivery hereof she is 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 Seventeen Hundred Eighty-Five and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Party of the First Part to the said part Y of the second part, payable in thirty (30) equal monthly installments of \$59.50 each due on the 8th day of each month, beginning October 8, 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand to said Party of the First Part

her heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Irene Kidd (SEAL)  
Irene Kidd (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 7th day of September A. D. 1962

before me, D. O. Phelps a Notary Public  
in and for said County and State, came Irene Kidd, a Widow,

to me personally known to be the same person 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 1965

D. O. Phelps Notary Public

This release  
was written  
on the original  
mortgage  
this 23 day  
of July  
1965

James B. Beck  
Reg. of Deeds  
By: [Signature]  
Deputy

Recorded September 11, 1962 at 9:40 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 this mortgage of record. Dated this 22 day of July 1965.

E. Rice Phelps Owner.