

MORTGAGE 82125 BOOK 132 (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,** Made this 2nd day of October

A. D. 1962, between Gordon D. Chappell and Julia H. Chappell, husband and wife

of Route #5, 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 Eleven Thousand Six Hundred and Sixteen 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: Beginning at a point on the North line of the Southeast Quarter of Section 12, Township 13 South, Range 19 East, 705.25 feet East of the Northwest corner of said Southeast Quarter, thence South 417.5 feet, thence East parallel to the North line of said Southeast Quarter 1043.75 feet, thence North 417.5 feet to North line of said Southeast Quarter, thence West on North line of said Southeast Quarter 208.75 feet, thence South 208.75 feet, thence West 208.75 feet, thence North 208.75 feet to North line of said Southeast Quarter, thence West on North line of said Southeast Quarter 626.25 feet to the point of beginning, containing 9 acres, more or less.

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 Eleven Thousand Six Hundred and Sixteen and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Parties of the First to the said part y of the second part, payable in sixty (60) equal monthly installments of \$193.60 due on the 5th day of each succeeding month beginning November 5, 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, 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 part ies of the first part ha ve hereunto set their

hands and seal 3 the day and year first above written.

Signed, Sealed and delivered in presence of

Gordon D. Chappell (SEAL)

Julia H. Chappell (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 2nd day of October A. D. 19 62

before me, D. O. Phelps

a Notary Public

in and for said County and State, came Gordon D. Chappell and Julia

H. Chappell, husband and wife,

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 19 65

D. O. Phelps

Notary Public

Recorded October 2, 1962 at 11:40 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 31 day of May 1963

E. Rice Phelps

Harold A. Beck Register of Deeds

This release was written on the original mortgage entered this 3rd day of June 1963

Harold A. Beck  
Reg. of Deeds  
Deputy