

## MORTGAGE

(No. 52A)

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82476 BOOK 132

THIS INDENTURE Made this 6th day of NovemberA. D. 19 62, between Nettie May Greer, a widow,of Eudora, 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  
\*\*Twenty-four Hundred and Forty and 80/100 \*\*\*\*\* DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has s 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:

Lots Nos. Five(5), Six(6), Seven(7), Eight(8), Nine(9), Ten(10)  
 all in Block Ten(10), in the City of Eudora, 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

does 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 \*Twenty-four Hundred Forty and 80/100  
 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-six (36) equal monthly install-  
 ments of \$67.80 each due on the sixth day of each month beginning December  
 6, 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 party of the first part

her heirs and assigns

In Witness Whereof, The said part Y of the first part has s hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Nettie May Greer (SEAL)  
Nettie May Greer (SEAL)

(SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas

County

ss:

BE IT REMEMBERED, That on this 6th day of November A. D. 19 62  
 before me, D. O. Phelps a Notary Public  
 in and for said County and State, came Nettie May Greer, 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 November 14 19 65

D. O. Phelps  
 Notary Public

Recorded November 8, 1962 at 11:00 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 3rd day of Aug 1965.

E. Rice Phelps  
 Mortgagee.

Harold A. Beck Register of Deeds

This release  
 was written  
 on the original  
 Mortgage entered  
 on the 4th day  
 of August  
 1965

Janice Beem  
 Reg. of Deeds  
Deputy