

## MORTGAGE

(No. 52A)

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84258 BOOK 134

**THIS INDENTURE** Made this 22nd day of May  
A. D. 19 63, between Harland England and Audrey R. England, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and E. Rice Phelps

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twenty-Five Hundred and Five 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 No. One (1) in Block No. One (1) in Belmont, an

Addition to the City of Lawrence, Douglas County, 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 Twenty-Five Hundred and Five 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 installments of \$83.50 each due on the 3rd day of each succeeding month beginning July 3, 1963

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 party making such sale, on demand to said Parties of the First Part

their heirs and assigns

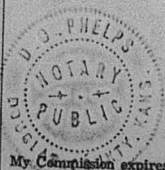
In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand<sup>s</sup> and seal <sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

x Harland England (SEAL)  
Audrey R. England (SEAL)  
Audrey R. England (SEAL)  
Qu (SEAL)

STATE OF KANSAS,

Douglas County ss:



BE IT REMEMBERED, That on this 22nd day of May A. D. 19 63 before me, D. O. Phelps

a Notary Public

in and for said County and State, came Harland England and Audrey R. England, husband and wife,

to me personally known to be the same persons 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

Recorded May 24, 1963 at 9:20 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 2 day of Dec. 1965.

E. Rice Phelps  
Mortgagee.

Harold G. Beck Register of Deeds

This release was written on the original mortgage.

This 3 day

of December

19 65

of Deeds

Lance Baem

Deputy