

122

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 29 day of October 1971
Donald O. Phelps
Mortgagee, Owner.

MORTGAGE 22633 BOOK 158 (Mo. 22A) The Outlook Printer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 25th day of September

A. D. 19 70, between Emil J. Trybom and Charlotte L. Trybom, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Donald O. Phelps

Party of the second part.

Witnesseth, That the said part ~~has~~ of the first part, in consideration of the sum of
FiftySix Hundred and Sixty-Four and no/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he ~~has~~ 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 parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Begin at a point forty-five (45) feet west and eighty-nine and one-half (89 1/2) feet North of the Southwest corner of Lot Number Forty-three (43) of Block One (1) in Belmont Addition, thence west one hundred thirty (130) feet, thence North forty (40) feet, thence east one hundred thirty (130) feet, thence south forty (40) feet to place of beginning, all in Section 32, Township 12, Range 20, now in the City of Lawrence -- and Begin forty-five (45) feet west and one hundred twenty-nine (129) feet north of the South West corner of Lot Forty-three (43) Block One (1) Belmont Addition, thence north forty (40) feet, thence west one hundred thirty (130) feet, thence south forty (40) feet, thence East one hundred thirty (130) feet to place of beginning, in Section thirty-two (32) in Township Twelve (12) Range Twenty (20) Douglas County, Kansas, now in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ~~has~~ 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 seised 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 Fifty-Six Hundred Sixty-Four 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 forty-eight (48) equal monthly installments of \$118.00 each due on the 4th day of each month, beginning November 4, 1970

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 Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part ~~has~~ of the first part ~~has~~ herunto set their hand~~s~~ and seal~~s~~ the day and year first above written.

Signed, Sealed and delivered in presence of

Emil J. Trybom (SEAL)
Charlotte L. Trybom (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 25th day of September A. D. 19 70 before me, Rosemary Waymire, a Notary Public

in and for said County and State, came Emil J. Trybom and Charlotte L. Trybom, 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Feb 6 19 73

Rosemary Waymire Notary Public



This release was written on the original mortgage entered this 1st day of November 1971.
Lancee Beem
Register of Deeds

Recorded September 29, 1970 at 10:00 A. M.

Lancee Beem Register of Deeds