

Reg. No. 254
 Fee Paid \$1.25

MORTGAGE RECORD 72

SALA, SOUTHWEST STATIONERY CO. KANSAS CITY, MO. 64108

| | |
|-----------------------------------|---|
| FROM | STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the <u>13</u> day of <u>June</u> A. D. 19 <u>30</u> , At <u>2:25</u> P. M. <i>Geo. E. Armstrong</i> Register of Deeds. By _____ Deputy. |
| <u>Ethel Phillips and husband</u> | |
| <u>Charles Nichols</u> | |

THIS INDENTURE, Made this 17th day of May in the year of our Lord nineteen hundred
Thirty between
Ethel Phillips and Fred Phillips, her husband
 of Leecompton Township in the County of Douglas and State of Kansas
 of the first part, and Charles Nichols party of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Five Hundred 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:

An undivided one-third interest in and to The East Half of the Northwest Quarter of Section
14 Township 12 Range 17

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Ethel Phillips
 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
except a life estate of her mother, Mrs. Mary Louise Custard
 This grant is intended as a mortgage to secure the payment of the sum of Five Hundred and no/100
one certain promissory note this day executed and delivered by the said
Ethel Phillips and Fred Phillips, her husband
 to the said part y of the second part

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 of the second part 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 cost and charges of making such sale, and the overplus,
 if any there be, shall be paid by the part making such sale, on demand, to said
heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year
 first above written.

Signed, sealed and delivered in presence of Mrs. Ethel Phillips (SEAL)
Fred Phillips (SEAL)

STATE OF KANSAS,
 COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 17 day of May
 A. D. 19 30 before me the undersigned a Notary Public in and for said County and State,
 came Ethel Phillips and Fred Phillips, her husband
Legal Seal 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 seal on the day and year last above
 written July 5, 19 33 C. C. Stewart Notary Public.
 My Commission expires

RELEASE.
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
 As Witness my hand, this 16 day of April A. D. 19 32.
 ATTEST: Chas. Nichols

This Release
 was written
 as the original
 mortgage
 was
 signed
 the day
 of
 1933

Chas. E. Armstrong
 Notary Public
Franklin B. B. B.
 Property