

38482 Book 96

MORTGAGE-Standard Form

(No. 22 A)

F. J. Seyler, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 10th day of SeptemberA. D., 1949, between George W. Mole and Betty J. Mole, his wifeof Lawrence 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 ofTHREE HUNDRED FORTY-FIVE AND 60/100 DOLLARSto _____ duly paid, the receipt of which is hereby acknowledged, he ye 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:Lots Nos. One Hundred Seventy Seven (177) and One Hundred Seventy Eight (178) in Fairfax Addition, an Addition to the City of Lawrence in Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said George W. Mole and Betty J. Mole, his wifedo _____ 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 Three Hundred Forty-Five and 60/100 Dollars, according to the terms of one certain note this day executed and delivered by the said George W. Mole and Betty J. Mole, his wife to the said part y of the second part his heirs and assignsand 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 George W. Mole and Betty J. Mole, his wife their heirs and assignsIn Witness Whereof, The said part ies of the first part ha ye hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

George W. Mole (SEAL)Betty J. Mole (SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be It Remembered, That on this 10th day of September A. D. 1949before me, D. O. Phelps, a Notary Publicin and for said County and State, came George W. Mole and Betty J.Mole, his 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 November 14 1949E. Rice Phelps Notary Public

Recorded on September 12, 1949 at 11:30 A. M.

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 10th day of October 1951
Attest: D. O. Phelps

E. Rice Phelps

Norval L. Weeks Register of Deeds
Wesley K. Kellack DeputyThis release
as written
in the original
mortgage
dated
10th day of
September
1949
at Lawrence,
Kansas
D. O. Phelps
Notary Public