

MORTGAGE-Standard Form

(No. 53 A)

39456 BOOK 96

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

This Indenture,Made this 14th day of NovemberA. D. 1949, between Joseph N. Raybern and Margaret E. Raybern, husband and wifeof Eudora in the County of Douglas and State of Kansas.
of the first part, and E. Rice Phelps, Lawrence, Kansas

PARTY of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum ofTwo Thousand and Thirty and 62/100 ***** DOLLARS.to them duly paid, the receipt of which is hereby acknowledged, have 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:The South Half of Lots 8 and 13 and all of Lots 10 and 11, less the South 5 feet of said Lots 10 and 11, and all of Lots 9 and 12, all in Block 112 in the City of Eudora, Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Joseph N. Raybern and Margaret E. Raybern, husband and wife 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 -- no exceptionsThis grant is intended as a mortgage to secure the payment of Two Thousand and Thirty and 62/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Joseph N. Raybern and Margaret E. Raybern, husband and 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 executor, 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 Joseph N. Raybern and Margaret E. Raybern, husband and wife, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Joseph N. Raybern (SEAL)
Mrs. Margaret E. Raybern (SEAL)

STATE OF KANSAS,

Douglas County,Be It Remembered, That on this 14th day of November A. D. 19 49before me, D. O. Phelps a Notary Publicin and for said County and State, came Joseph N. Raybern and MargaretE. Raybern, husband and 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 19 49D. O. Phelps Notary Public

Recorded November 17, 1949 at 11:35 A. M.

Harold A. Beck Register of Deeds

Please. This mortgage is hereby released, and the lien thereon is hereby released. It is further agreed that the said mortgage shall be released on the 14th day of May, 1950. E. Rice Phelps

This release was written on the original mortgage entered this 14th day of February 1950.

Harold A. Beck
 Reg. of Deeds
 Douglas County, Kansas