

MORTGAGE-Standard Form

(No. 52 A)

39519 BOOK 96

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

**This Indenture,**Made this 21st day of November  
A. D. 1949, between James F. Toyne and Violet Inga Toyne, his wife  
-of Lawrence-Kansasof Lawrence in the County of Douglas and State of Kansas  
of the first part, and E. Rice Phelps of Lawrence Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
SEVEN HUNDRED & NO/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:  
Lots Forty Five (45) and Forty Six (46) in Fairfax, an addition to  
the City of Lawrence, 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 James F. Toyne and Violet Inga Toyne  
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 exceptions

This grant is intended as a mortgage to secure the payment of Seven Hundred & no/100 Dollars,  
according to the terms of one certain Note this day executed and delivered by the  
said James F. Toyne and Violet Inga Toyne 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 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 James F. Toyne and Violet Inga Toyne  
their heirs and assigns

In Witness Whereof, The said part ies 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

James F. Toyne (SEAL)  
Mrs. Violet Inga Toyne (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF KANSAS,



County, } ss.

Be It Remembered, That on this 21st day of November A. D. 19 49  
before me, D. O. Phelps, a Notary Public  
in and for said County and State, came James F. Toyne and Violet Inga  
Toyne

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 53

Notary Public

Recorded November 26, 1949 at 10:00 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 27th day of November 1951

ATTENT:

D. O. Phelps

E. Rice Phelps

Register of Deeds

This release  
was written  
on the original  
mortgageThe note  
therebythis 24th day  
of March

1951

(Corp. S)

Harold A. Beck  
Deputy of