

-39561 BOOK 97

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture, Made this 1st day of December

A. D. 1949, between Vernon F. Weeks and Helen L. Weeks, his wife,

of 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 1st of the first part, in consideration of the sum of Two Thousand and Seventeen and 50/100 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:

Lot Fifteen (15), Block Twenty-Six (26), in Sinclair's
Addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Two Thousand and Seventeen and 50/100 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 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand, to said Parties of the First Part.

In Witness Whereof, The said part 1st 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

Vernon F. Weeks (SEAL)
Helen L. Weeks (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 1st day of December A. D. 1949

before me, D. O. Phelps a Notary Public

in and for said County and State, came Vernon F. Weeks and Helen L.

Weeks, 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 1953

D. O. Phelps Notary Public

Recorded December 2, 1949 at 2:06 P. M.

James A. Seck Register of Deeds
Harold B. Seck
Barbara Seck

the note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is hereby acknowledged.