

40243 BOOK 97

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this 14th day of March

A. D., 1950, between Cecil L. Miller and Sarah Miller, 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 parties of the first part, in consideration of the sum of Five Hundred and Fifty-Two and 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 party 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 North Half (N½) of the Following Tract:

Beginning at a stone in the SW corner of the SW¼ of the NW¼ of Sec 2 Twp 13 Rng 19; thence North along the West line of said Section 467 feet, thence East 233.19 feet; thence South 467 feet, thence West 233.19 feet to place of beginning, containing 1.25 acres, more or less

with all the appurtenances, and all the estate, title and interest of the said parties 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 Five Hundred and Fifty-Two and no/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 party 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 party 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 party making such sale, on demand, to said Parties of the First Part 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

Cecil L. Miller (SEAL)
Sarah Miller (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,



Be It Remembered, That on this 14th day of March A. D. 1950

before me, D. O. Phelps a Notary Public

in and for said County and State, came Cecil L. Miller and Sarah

Miller, 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

[Signature] Notary Public

Recorded March 15, 1950 3:43 P. M. RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien Barbara L. Phelps thereby created discharged. As witness my hand this 2nd day of August 1951
Attest: D. O. Phelps E. Rice Phelps

Barbara L. Phelps

Barbara L. Phelps