

41088

BOOK 98

MORTGAGE—Standard Form

(No. 57 A)

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

This Indenture, Made this 11th day of July
A. D., 1950, between F. R. Smith and Marie J. Smith, husband and 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

***** Six Hundred and Forty-Eight 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:

Lots One Hundred Forty-nine (149) and One Hundred Fifty (150)

in Fairfax Addition, an addition adjacent to the City of Lawrence,
Kansas; and

Commencing at the South East corner of Lot 149 Fairfax addition in
South West quarter section 32, Township 12 South Range 20 East

Douglas County, Kansas, thence east 25 feet, thence south 50 feet,
thence west 157.5 feet, thence north 50 feet, thence east to point
of beginning

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 Six Hundred and Forty-Eight 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 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 party making such sale, on demand, to said Parties of the first part.

heirs and assigns

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

Signed, Sealed and delivered in presence of

F. R. Smith (SEAL)
Marie J. Smith (SEAL)

STATE OF KANSAS,

Douglas County,

ss.

Be It Remembered, That on this 11th day of June A. D. 1950
before me, D. O. Phelps, a Notary Public

in and for said County and State, came F. R. Smith and Marie J. Smith, 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 1953

D. O. Phelps Notary Public



This relation was written on the original mortgage entered this 11th day of June 1950 at Lawrence, Kansas

Handwritten: 11th day of June 1950 at Lawrence, Kansas

Recorded July 17, 1950 at 11:50 A. M.

Harold B. Beck Register of Deeds

Release
This note herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged. As witness my hand this 24th day

of June 1950

E. Rice Phelps

Handwritten: 24th day of June 1950