

42593 BOOK 99

MORTGAGE-Standard Form

No. 52 A

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

This Indenture,

Made this 15th day of January

A. D. 1951 between Henry Beers and Eunice Beers, 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

Four hundred and Fifteen and 70/100 ***** 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:

Being Lot Seven (7), Block One (1), in Belmont Addition to
Lawrence, as surveyed, platted and recorded.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 whatsoever

This grant is intended as a mortgage to secure the payment of Four Hundred and Fifteen and 70/100 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Henry Beers (SEAL)
Mrs. Eunice Beers (SEAL)

STATE OF KANSAS,

Douglas County,

as

Be It Remembered, That on this 15th day of January A. D. 1951 before me, D. O. Phelps, a Notary Public in and for said County and State, came Henry Beers and Eunice Beers, 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



The instrument was written on the original manuscript on this 17th day of May 1951

Handed to me by H. Beers

Recorded January 17, 1951 at 11:10 A. M.

Handwritten note: This note has been recorded having been paid in full this mortgage is hereby released and the lien hereby created, discharged and released. my hand this 2nd day of May 1951
 D. Rice Phelps

Register of Deeds