

MORTGAGE-Standard Form

(No. 52 A)

43967 BOOK 100

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

This Indenture,

Made this 25th day of June
A. D. 1951, 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
*****Two Thousand Three Hundred Twenty-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:

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 Two Thousand Three Hundred Twenty-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.

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

F. R. Smith

(SEAL)

Marie J. Smith

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 25th day of June A. D. 1951

before me, the undersigned

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 persons 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

Jan 15 1954

Mary C. Mangum

Notary Public

Recorded June 25, 1951 at 3:40 P. M.

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 10th day of Oct. 1951.

E. Rice Phelps

Notary Public
Mary C. Mangum
10/10/51
1951

Harold G. Beck

Notary