

44733 BOOK 100

MORTGAGE-Standard Form

(No. 52 A)

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

This Indenture, Made this 8th day of October
A. D., 19 51, between Cecil L. Miller and Sarah V. Miller, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
****** Three Hundred and Sixty 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 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 No. Six (6) in Block No. Three (3) in Belmont Addition
to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Three Hundred and Sixty 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 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

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

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

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 8th day of October A. D. 19 51

before me, D. O. Phelps, a Notary Public

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

V. 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 19 53.

Notary Public

This release
was written
on the original
mortgage

Recorded October 10, 1951 at 11:00 A. M.

this 3 day

of February

19 53

at the law

Harold A. Beck

Deputy

Barbara J. Laver

Release
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 2nd day of February 1953

attest: D. O. Phelps

E. Rice Phelps

Register of Deeds