

45829 BOOK 101

MORTGAGE-Standard Form (No. 52 A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 13th day of March  
A. D., 19 52, between Vernon F. Weeks and Helen L. Weeks, 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 Twenty-Six 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:

Lot Fifteen (15), Block Twenty-Six (26), in Sinclair's  
Addition to the City of Lawrence, Douglas County, Kansas

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 Twenty-Six Hundred and Fifty-Two 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 party ies 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  
Almon F. Weeks (SEAL)  
Helen L. Weeks (SEAL)

STATE OF KANSAS,  
Douglas County, ss.



Be It Remembered, That on this 13th day of March A. D. 19 52 before me, D. O. Phelps a Notary Public in and for said County and State, came Vernon F. Weeks and Helen L. Weeks, 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. D. O. Phelps Notary Public

Handwritten notes: "This release written on the original mortgage returned to the day of release 11-13-53" and "Harold A. Beck Reg. of Deeds" and "Bullock & Co. Attorney".

Recorded March 11, 1952 at 11:25 A. M. RELEASE Harold A. Beck Register of Deeds

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 12th day of November 1953

Attest: D. O. Phelps  
E. Rice Phelps