

45998

BOOK-101

MORTGAGE-Standard Form

Ch. 52 A)

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

This Indenture,Made this 31st day of MarchA. D. 1952, between Rosetta J. Leeof 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 part Y of the first part, in consideration of the sum ofFourteen Hundred and Seventy-Seven and 50/100 ***** DOLLARSto her duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do as 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:The South Four-Fifths (4/5) of the East One-Half (1/2)
of the SE 1/4 of Block (9) less the N. (75) feet thereof,
in that part of the city of Lawrence, known as North
Lawrencewith all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.And the said Party of the First Partdo hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances.This grant is intended as a mortgage to secure the payment of Fourteen Hundred Seventy-Seven and 50/100Dollars, according to the terms of one certain Note this day executed and delivered by thesaid Party of the First Part to thesaid part Y of the second partand 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 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said Party of the First Part

heirs and assigns

In Witness Whereof, The said part Y of the first part ha S hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Rosetta J. Lee (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be It Remembered, That on this 31st day of March A. D. 19 52before me, D. O. Phelps, a Notary Publicin and for said County and State, came Rosetta J. Lee

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 55.

Notary Public

This instrument was recorded April 8, 1952 at 11:50 A. M.

Release

The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged. In Witness Whereof I have signed this 12th day of April 1952

Attest:

D. O. PhelpsE. Rice PhelpsThis release was written on the original mortgage and attached to this 18th day of April 1952
Herald A. Beck
Reg. of Deeds Recd.
By Marie Wilson
Deputy

The

lien