

Reg. No. 15,498

Fee Paid \$5.75

71318 BOOK 123

MORTGAGE

(No. 52A)

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This Indenture, Made this 22nd day of SeptemberA. D. 1959, between Olaf Vann and Alberta Vann, 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 part ies of the first part, in consideration of the sum of Twenty-Two Hundred Fifty-Six and no/100 **** DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

The East 50 feet of Lots Seventy (70) and Seventy-two (72), in Block Thirteen (13), in that part of the City of Lawrence, known as West 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 Partdo 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-Two Hundred Fifty-Six 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, payable in thirty (30) monthly installments of \$75.20 each beginning October 22, 1959 and due on the 22nd of each succeeding month until paid in full

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 ies of the second part their 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 assignsIn Witness Whereof, The said part ies of the first part ha ve hereunto set theirhand^s and seal ^s the day and year first above written.

Signed, Sealed and delivered in presence of

Olaf Vann (SEAL)
Alberta Vann (SEAL)
Alberta Vann (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 22nd day of Sept. A. D. 19 59before me, D. O. Phelps a Notary Publicin and for said County and State, came Olaf Vann and AlbertaVann, husband and wifeto me personally known to be the same person^s 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 Nov. 14 19 61 D. O. Phelps Notary Public

Recorded September 23, 1959 at 10:20 A.M.

Harold Albeck Register of Deeds