

63-95

MORTGAGE

(No. 52A)

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BOOK 133

83591

THIS INDENTURE Made this 14th day of March
A. D. 19 63, between Paul E. Stowe and Clara Mae Stowe, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps, Thekla W. Phelps and Donald O. Phelps,
d/b/a Lawrence Loan & Finance Co., a partnership,

Parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
***** Fifteen Hundred Twenty-Two and 50/100 ***** 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 parties of the second part their 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 165 on the South side of Perry Street in Subdivision of
Southwest Block of Addition No. 3 in that part of the City
of Lawrence, known as North Lawrence

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 Fifteen Hundred Twenty-Two and 50/100
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 parties of the second part, and payable in thirty (30) equal monthly install-
ments of \$50.75 each due on the 5th day of each month, beginning May 5,
1963

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 parties 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 overplus, if any there be, shall be paid by the parties of the first part 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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul E. Stowe (SEAL)
Clara Mae Stowe (SEAL)
Clara Mae Stowe (SEAL)
Clara Mae Stowe (SEAL)

STATE OF KANSAS,
Douglas County

ss:



BE IT REMEMBERED, That on this 14th day of March A. D. 19 63
before me, Wanda M. Carleton a Notary Public
in and for said County and State, came Paul E. Stowe and Clara Mae
Stowe, husband and 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 27 19 66

Wanda M. Carleton Notary Public
Wanda M. Carleton

Recorded March 15, 1963 at 1:10 P. M.

RELEASE

Harold A. Beck Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment
of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of
this mortgage of record. Dated this 24 day of Jan 1966.

Lawrence Loan & Finance Co. Lawrence, Kansas
E. Rice Phelps, Partner Mortgagee.

This release
was written
on the original
mortgage record
the 25 day
of January
19 66

Janice Beem
Reg. of Deeds
By: She Neustifter
Deputy