

Reg. No. 18,552
Fee Paid \$13.50

MORTGAGE (No. 52A) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

BOOK 133 83911

THIS INDENTURE Made this 16th day of April A. D. 1963, between Nebe B. Smart and Betty Joleen Smart, 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

of the second part. Witnesseth, That the said part 1st of the first part, in consideration of the sum of ***** Fifty-Four Hundred 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 1st 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 No. Thirteen (13) in Addition No. Six (6) in that part of the City of Lawrence, formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Fifty-Four Hundred 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 parties of the second part, payable in sixty (60) equal monthly installments of Ninety (\$90.00) Dollars each due on the 16th day of each month beginning May 16, 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 part 1st 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 part 1st 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 seals the day and year first above written. Signed, Sealed and delivered in presence of Nebe B. Smart (SEAL) Betty Joleen Smart (SEAL) Betty Joleen Smart (SEAL)

STATE OF KANSAS, Douglas County ss: BE IT REMEMBERED, That on this 16th day of April A. D. 1963 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Nebe B. Smart and Betty Joleen Smart, husband and wife to me personally known to be the same persons 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 27 1966 Wanda M. Carleton Notary Public



Recorded April 17, 1963 at 3:45 P.M.

RELEASE

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 16 day of Jan 1967 Lawrence Loan & Finance Co. by: E. Rice Phelps Mortgagee, Owner.

This release was written on the original mortgage entered this 17 day of January 1967 James Bean Reg. of Deeds

Harold A. Beck Register of Deeds