

MORTGAGE

(No. 52A)

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84101 BOOK 134

THIS INDENTURE Made this 4th day of May

A. D. 19 63, between Gordon D. Chappell and Julia H. Chappell, 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 and Finance Co., a Partnership, of Lawrence, Kansas.

Parties of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
**Fourteen Thousand Nine Hundred and Seventy-Six 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: Beginning at a point on the North line of the South-
east Quarter of Section 12, Township 13 South, Range 19 East, 705.25 feet
East of the Northwest corner of said Southeast Quarter, thence South 417.5
feet, thence East parallel to the North line of said Southeast Quarter 1043.75
feet, thence North 417.5 feet to North line of said Southeast Quarter, thence
West on North line of said Southeast Quarter 208.75 feet, thence South 208.75
feet, thence West 208.75 feet, thence North 208.75 feet to North line of said
Southeast Quarter, thence West on North line of said Southeast Quarter 626.25
feet to the point of beginning, containing 9 acres, more or less.

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 Fourteen Thousand Nine Hundred and
Seventy-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 1st of the second part, payable in seventy-two (72) equal monthly in-
stallments of \$208.00 each due on the 4th day of each succeeding month
beginning June 4, 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 part 1st of the first part have hereunto set their

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Gordon D. Chappell (SEAL)
Julia H. Chappell (SEAL)
Julia H. Chappell (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County ss:



BE IT REMEMBERED, That on this 4th day of May A. D. 19 63

before me, Wanda M. Carleton a Notary Public
in and for said County and State, came Gordon D. Chappell and Julia
H. Chappell, 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 November 27 1966

Wanda M. Carleton Notary Public

This release
was written
on the original
mortgage

this 24 day
of May
19 65

James E. Bann
Reg. of Deeds
Deputy

Recorded May 7, 1963 at 9:30 A.M.

RELEASE

Wanda 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 21 day of May 1965.

Lawrence Loan & Finance Co.

Donald O. Phelps, Partner Mortgagee. Owner.