

MORTGAGE

(No. 52A)

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87396 BOOK 137

THIS INDENTURE Made this 25th day of February
A. D. 19 63, between Arthur Spillman and Rose Spillman, 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 parties of the first part, in consideration of the sum of
** Four Hundred Fifty-One & 20/100****

DOLLARS,

to duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
grant, bargain, sell and Mortgage to the said party 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:

Lots 20, 22 and 24 in Block 2 in Belmont Addition to the City of
Lawrence, Kansas.

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 - No Exceptions -

This grant is intended as a mortgage to secure the payment of Four Hundred Fifty One & 20/100
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 party Y of the second part, payable in twelve (12) equal monthly install-
ments of \$37.60 each due on the 25th day of each month beginning
March 25, 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 party 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 over plus, if any there be, shall be paid by the party Y 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
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Arthur Spillman (SEAL)
Rose Spillman (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 25th day of February A. D. 19 63
before me, D. O. Phelps a Notary Public
in and for said County and State, came Arthur Spillman and Rose
Spillman, 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. 14 1965

D. O. Phelps Notary Public



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 9 day of Feb 1965. E. Rice Phelps Mortgagee, Owner.