

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

87516 BOOK 137

THIS INDENTURE Made this 2nd day of April

A. D. 19 64, between Lawrence William Irland and Arletha M. Irland, Husband and wife,

of Lawrence, in the County of Douglas and State of Kansas of the first part, and E. Rice Phelps and Donald O. Phelps DBA Lawrence Loan and Finance Company, a Partnership

Parties of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of \$49,100.00

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: Beginning at a point 37 feet South of the North-west corner of Fractional Lot No. 37 Delaware Street, in the City of Lawrence, thence South on the West line of said Lot No. 37, and Lot No. 39, 37 feet, thence East and Parallel with the North line of said Lot 37, 117 feet, thence North 37 feet, thence West Parallel with the said North line of said Lot 37, 117 feet to the place of beginning, embracing part of said Lots 37 and 39 and Part of Lot No. 1 in Section 31, Township 12, Range 20, in the City of Lawrence, in Douglas County, Kansas, and commonly known as 925 Delaware Street.

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 no exceptions.

This grant is intended as a mortgage to secure the payment of Forty-Two Hundred Seven & 49/100ths 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, and payable in thirty-five (35) monthly installments of \$117.00 and one (1) of \$112.49 due on the 5th day of each month beginning May 5, 1964

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 in 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 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of Lawrence W. Irland (SEAL) Arletha M. Irland (SEAL)

STATE OF KANSAS, Douglas County ss:

BE IT REMEMBERED, That on this 2nd day of April A. D. 19 64 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Lawrence William Irland and Arletha M. Irland, 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 19 66 Wanda M. Carleton Notary Public

Recorded April 3, 1964 at 2:35 P.M. Register of Deeds

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 4 day of Dec 1964.

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

7
1964
Harold O. Phelps
By Lawrence Loan