

Reg. No. 17,523  
Fee Paid \$10.75  
64-298

MORTGAGE (No. 52A) The Outlook Printing, Publishers of Legal Blanks, Lawrence, Kansas  
88877 BOOK 138

THIS INDENTURE Made this 3rd day of August A. D. 1964, 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, and Donald O. Phelps, d/b/a Lawrence Loan & 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 \*\*Sixteen Thousand Two Hundred Sixty 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 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 on the North line of the Southeast 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 \*Sixteen Thousand Two Hundred and Sixty 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 One Hundred and Twenty (20) equal monthly installments of \$135.50 each due on the 5th day of each succeeding month beginning September 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 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of Gordon D. Chappell (SEAL) Julia H. Chappell (SEAL)

STATE OF KANSAS, Douglas County ss:

BE IT REMEMBERED, That on this 3rd day of August A. D. 1964 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 27th 1966 Wanda M. Carleton Notary Public

Recorded August 7, 1964 at 3:30 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 21 day of May 1965.  
Lawrence Loan & Finance Co.  
Donald O. Phelps, Partner Mortgagee. Owner.  
James Dean Reg. of Deeds  
By Sue Nautsley Clerk