

MORTGAGE

(No. 52A)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

89817 BOOK 139

THIS INDENTURE

Made this 2nd day of November
A. D. 19 64, between Harry R. McCoy and Lamerle C. McCoy, 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 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 *****twelve hundred and no/100**** DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 110 feet West of the Northeast corner of Block No. 9 in that part of the City of Lawrence known as North Lawrence, thence West 110 feet, thence South 234 feet, thence East 110 feet, thence North 234 feet to the place of beginning.

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 Partdo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Twelve Hundred and no/100 Dollars, according to the terms of one certain note of the First Part this day executed and delivered by the said Parties of the First Part to the said part 1st of the second part said note being payable in thirty (30) monthly installments of \$40.00 each due on the 2nd day of each month beginning December 2, 1964and 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 in 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 ha ve hereunto set their hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Harry R. McCoy (SEAL)
Lamerle C. McCoy (SEAL)
Lamerle C. McCoy (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 2nd day of November A. D. 19 64
before me, Wanda M. Carleton a Notary Public
in and for said County and State, came Harry R. McCoy and Lamerle C. McCoy, husband and wife

to me personally known to be the same person 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, 1968 19 66Wanda M. Carleton Notary Public
Wanda M. Carleton

Recorded November 4, 1964 at 11:30 A. M.

RELEASE

James R. Bum Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 12 day of Jan 1965.

Lawrence Loan & Finance Co.
Donald O. Phelps, Partner
Mortgagee. Owner.James R. Bum
James R. Bum