

MORTGAGE

(No. 52A)

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90103 BOOK 139

THIS INDENTURE Made this 4th day of December

A. D. 19 64, between George M. Kaull and Ruth R. Kaull, 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, Partners,
 d/b/a Lawrence Loan & Finance Co., Lawrence, Kansas

Parties of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
 ****Forty-Six Hundred Fifty-One and 20/100 **** 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:

Lots Thirty two (32) and Thirty three (33), less the North
 254 feet thereof, in Simpson's Subdivision, in that part of
 the City of Lawrence known as North Lawrence, in Douglas
 County, Kansas

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 Forty-Six Hundred Fifty-One and 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 part 1st of the second part and payable in seventy-two (72) equal monthly
 installments of \$64.60 each due on the 4th day of each month beginning
 January 4, 1965

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
 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

George M. Kaull (SEAL)
Ruth R. Kaull (SEAL)
George M. Kaull (SEAL)
Ruth R. Kaull (SEAL)

STATE OF KANSAS,

Douglas County

ss:



BE IT REMEMBERED, That on this 4th day of Dec. A. D. 19 64
 before me, Wanda M. Carleton a Notary Public

in and for said County and State, came George M. Kaull and Ruth
 R. Kaull, 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 November 27 19 66

Wanda M. Carleton Notary Public
 Wanda M. Carleton

Recorded December 7, 1964 at 11:30 A.M.

Harold A. Beck Register of Deeds

In Release of Mortgage, See Book 156, page 493.