

MORTGAGE

(No. 52A)

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THIS INDENTURE Made this 21st day of DecemberA. D. 19 64, between Clarence T. Payne and Frances Payne, his 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 Company, a Partnership

Parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

**** Nine Hundred Forty-Six & 08/100 **** 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:

The West Fifty(50) feet of the following described tract:
 Commencing at the Southeast Corner of Lot Twenty(20), in
 Addition No. Eleven(11), on the North Side of Elm Street,
 in that portion of the City of Lawrence, Kansas, formerly known
 as North Lawrence, thence running West one Hundred Six (106)
 feet, thence North One Hundred Thirty Five & 8/10(135.8)
 feet, thence East One Hundred Six(106) feet, thence South
 One Hundred Thirty Five and 8/10(135.8) feet to place of beginning,
 also the tract on the attachment hereto.
 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

This grant is intended as a mortgage to secure the payment of Nine Hundred Forty-Six & 08/100 ****

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 ies of the second part, payable in one (1) payment of \$51.89 and
 seventeen (17) payments of \$52.60 beginning January 21, 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 ies 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 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

Clarence T. Payne (SEAL)
Frances Payne (SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 21st day of December A. D. 19 64before me, Wanda M. Carleton a Notary Publicin and for said County and State, came Clarence T. Payne andFrances Payne, his 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

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Wanda M. Carleton Notary Public
Wanda M. Carleton