

387  
Reg. No. 1  
Fee Paid \$ 6.75

MORTGAGE

(No. 52A)

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

16 BOOK 139

THIS INDENTURE

Made this 11th day of January

A. D. 19 65, 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 & Finance Company, a partnership

Parties of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of \*\*\*\*\*Twenty Six Hundred Eighty Five and no/100\*\*\*\*\* DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, do hereby 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 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 Twenty Six Hundred Eighty Five & 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 parties of the second part said note being payable in thirty (30) monthly

installments of \$89.50 each due on the 11th day of each month beginning February 11, 1965

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 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 parties of the first 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

hand and seals 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 11th day of January A. D. 19 65

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, 1966

Wanda M. Carleton Notary Public

Recorded January 13, 1965 at 10:45 A. M.

Janice Beem Register of Deeds