

Reg. No. 221  
Fee Paid \$12.25

## MORTGAGE

(No. 52A)

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968 BOOK 1140

THIS INDENTURE Made this 20th day of April  
A. D. 19 65 between Nebe B. Smart and Betty Joleen Smart, 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 Company, Lawrence, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Thousand Eight Hundred Sixty and no/100th 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:

Lot No. Thirteen (13) in Addition No. Six in that part of the City of Lawrence, formerly known as North Lawrence.

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 Four Thousand Eight Hundred Sixty & no/100th 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 seventy-two (72) equal monthly installments of \$67.50 each due on the 27th day of each month beginning May 27, 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<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Nebe B. Smart (SEAL)  
Betty Joleen Smart (SEAL)

STATE OF KANSAS,  
Douglas }  
County }

BE IT REMEMBERED, That on this 20th day of April A. D. 19 65 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Nebe B. Smart and Betty Joleen Smart, husband and wife

to me personally known to be the same person<sup>s</sup> 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 11/27/66 1966 Wanda M. Carleton Notary Public

172 release  
was written  
on the original  
mortgage entered  
day of January  
1967  
Janice Beam  
Reg. of Deeds

Recorded April 22, 1965 at 9:45 A. M. RELEASE Janice Beam Register of Deeds  
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 16 day of Jan. 1967. Lawrence Loan & Finance Co.  
by: E. Rice Phelps Mortgagee, Owner.