

Reg. No. 131
Fee Paid \$4.00

MORTGAGE (No. 52A) The Outlook Printer, Publishers of Legal Blanks, Lawrence, Kansas

1442 BOOK 140

THIS INDENTURE Made this 2nd day of June A. D. 19 65, between Irene Kidd, widow

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 the Lawrence Loan and Finance Company

Parties of the second part. Witnesseth, That the said part Y of the first part, in consideration of the sum of ~~xxxxx~~Sixteen Hundred and Thirty Two and no/100~~xxxx~~ DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es grant, bargain, sell and Mortgage to the said part ies 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 the North East corner of Block No. Nine (9), thence West 160 Feet, thence South 234 feet, thence East 160 feet, thence North 234 feet, to the place of beginning, less Tract deeded to H. R. McCoy of Lawrence, in Douglas County, Kansas, all in that part of the City of Lawrence, formerly known as North Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Party of the First Part do es hereby covenant and agree that at the delivery hereof She is 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 ***Sixteen Hundred Thirty Two and no/100~~xxxx~~ Dollars, according to the terms of one certain note this day executed and delivered by the said Party of the First Part to the said part ies of the second part, payable in twenty-four (24) equal monthly installments of \$68.00 each due on the 2nd day of each month beginning July 2, 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 over plus, if any there be, shall be paid by the part making such sale, on demand to said Party of the First Part her heirs and assigns

In Witness Whereof, The said part Y of the first part ha s hereunto set her hand and seal the day and year first above written. Signed, Sealed and delivered in presence of Irene Kidd (SEAL) Irene Kidd (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss: BE IT REMEMBERED, That on this 2nd day of June A. D. 19 65 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Irene Kidd, a Widow 617744 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, 19 66 Wanda M. Carleton Notary Public Wanda M. Carleton