

MORTGAGE

(No. 52A)

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

1625 BOOK 140

THIS INDENTURE Made this 18th day of June

A. D. 1965, between Louis L. Stillman and Erma J. Stillman, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps and D. O. Phelps, partners, dba the Lawrence Loan & Finance Company

parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ~~Three Thousand Five Hundred Sixty Four and no-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:

Lots One Hundred and Forty (140) and One Hundred Forty-One (141) North Lawrence, Addition Three (3), known as 441 Perry Street, Lawrence, Kansas.

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 ~~Three Thousand Five Hundred Sixty Four & 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 payable in thirty six (36) monthly installments of \$99.00 each due on the 1st day of each month beginning August 1, 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 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Louis L. Stillman (SEAL)
Louis L. Stillman (SEAL)
Erma J. Stillman (SEAL)
Erma J. Stillman (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 18th day of June A. D. 1965 before me, Wanda M. Carleton a Notary Public in and for said County and State, came Louis L. Stillman and Erma J. Stillman, his wife

to me personally known to be the same persons 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

Wanda M. Carleton

Recorded June 21, 1965 at 10:00 A.M.

James R. Bess Register of Deeds