

MORTGAGE 3526 BOOK 112 (No. 82A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 6th day of DecemberA. D. 1965, between Paul E. Stowe, a single and unmarried manof Lawrence, in the County of Douglas and State of Kansasof the first part, and E. Rice Phelps, and Donald O. Phelps, d/b/a Lawrence Loan and Finance Co., a partnership,

Parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen Hundred Eighty-Two & no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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:

Lot 165 on the South side of Perry Street in Subdivision of Southwest Block of Addition No. 3 in that part of the City of Lawrence, known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said Party of the First Part

do hereby covenant and agree that at the delivery hereof he 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 Seventeen Hundred Eighty-Two & no/100 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 parties of the second part, and payable in Thirty (30) equal monthly installments of \$59.40 each due on the 10th day of each month, beginning January 10, 1966

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 party making such sale, on demand to said Party of the First Part

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul E. Stowe (SEAL)  
Paul E. Stowe (SEAL)

STATE OF KANSAS,

Douglas County,BE IT REMEMBERED, That on this 6th day of December A. D. 19 65

before me Wanda M. Carleton a Notary Public in and for said County and State, came Paul E. Stowe, a single and unmarried man,

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 November 27 1966

Wanda M. Carleton Notary Public  
Wanda M. Carleton

Recorded December 8, 1965 at 10:30 A.M.

Jessie Beem Register of Deeds