

MORTGAGE

2125

(No. 22A)

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This Indenture,

BOOK 111

Made this 3rd day of August

A. D. 19 65, between Clarence T. Payne and Frances Payne, his 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
 and Finance Company, a Partnership

Parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
 Eighteen Hundred 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:

That portion of the South Half of Lot No. Twenty (20) in Addition
 No. Eleven (11) in North Lawrence, in the City of Lawrence, described
 as follows: Commencing at the South East Corner of Lot No. Twenty (20),
 in Addition No. Eleven (11) being on the North side of Elm Street in
 North Lawrence, thence running West 106 feet, thence North 135 8/10
 feet, thence East 106 feet, thence South 135 8/10 feet to beginning,
 in Douglas County, 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 Eighteen Hundred and 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 (30) equal monthly payments of \$60.00
 each beginning September 3, 1965 and due on the 3rd day of each succeeding month
 until paid

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,
 or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
 scribed 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
 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Clarence T. Payne (SEAL)

Frances Payne (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 3rd day of August A. D. 19 65

before me, Wanda M. Carleton a Notary Public

in and for said County and State, came Clarence T. Payne and Frances
 Payne, his wifeto 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 AUGUST 27th 66

Wanda M. Carleton Notary Public
 Wanda M. Carleton

This release
 was written
 on the original
 mortgage
 entered
 this 14 day
 of June
 19 66

James Beam
 Reg. of Deeds

Recorded August 5, 1965 at 9:55 A.M.

RELEASE

James 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 13th day of June 1967.

E. Rice Phelps, Partner
 Mortgagee. Owner.