

Reg. No. 597
Fee Paid \$11.00

MORTGAGE BOOK 141 2425 (No. 214) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28th day of AugustA. D. 1965, between Joseph N. Raybern, Jr. and Sharon Sue Raybern, Husband and Wifeof 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 parties of the first part, in consideration of the sum of Forty-Three Hundred Ninety-Two 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 Seventeen (17) and Eighteen (18) in Frazier Subdivision, Addition No. Four (4) located in North Lawrence, Kansas and commonly described as 328 Maiden Lane, North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph N. Raybern, Jr. and Sharon Sue Raybern, Husband and Wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances No EXCEPTIONS

This grant is intended as a mortgage to secure the payment of Forty-Three Hundred Ninety-Two 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

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 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

Joseph N. Raybern, Jr. (SEAL)
Joseph N. Raybern, Jr. (SEAL)
Sharon Sue Raybern (SEAL)

STATE OF KANSAS, ss:

Douglas CountyBE IT REMEMBERED, That on this 28th day of August A. D. 1965before me, Wanda M. Carleton a Notary Publicin and for said County and State, came Joseph N. Raybern, Jr. and Sharon Sue Raybern Husband and Wife

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 1966 Wanda M. Carleton Notary Public

Recorded August 31, 1965 at 10:55 A.M.

RELEASE

Janice Beem 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 24th day of November 1970.

Lawrence Loan & Finance Co.
D. O. Phelps Mortgagee, Owner.

This release was signed on the original mortgage this 30th day of November 1970.

Janice Beem
Register of Deeds