

65-358

MORTGAGE

2512

(No. 21A)

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This Indenture,

BOOK 111

Made this 3rd

day of September

A. D. 19 65, between Arthur Spillman and Rose Spillman, Husband and Wife

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 Lawrence Loan
and Finance Company

Parties of the second part.

Witnesseth, That the said part 1es of the first part, in consideration of the sum of
*****One Thousand Two Hundred Thirty 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 part 1es 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 20, 22 and 24 in Block 2 in Belmont Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 *One Thousand Two Hundred Thirty 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 part 1es of the second part payable in thirty (30) equal monthly installments of
\$41.00 each due on the 3rd day of each month beginning October 3, 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 1es of the second part their executors, administrat-
ors and 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 surplus, 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 part 1es of the first part have hereunto set their
hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Arthur Spillman (SEAL)
Rose Spillman (SEAL)
Rose Spillman (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas

County of Douglas

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

before me, Wanda M. Carleton

a Notary Public

in and for said County and State, came Arthur Spillman and Rose Spillman
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 19 66

Wanda M. Carleton Notary Public

Wanda M. Carleton