

MORTGAGE

5919

BOOK 144

(No. 52A)

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

This Indenture,

Made this 8th day of August

A. D. 1966

between Lawrence W. Irland and Arletha M. Irland, 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 DBA Lawrence Loan & Finance Company, a Partnership

Parties of the second part.

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

Six Thousand One Hundred Seventy 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: Beginning at a point 37 feet South of the Northwest corner of fractional Lot #37 Delaware Street, in the City of Lawrence, thence South on the West line of said Lot #37, and Lot #39, 37 feet, thence East and Parallel with the North line of said Lot #37, 117 feet, thence North 37 feet, thence West Parallel with the said North line of said Lot #37, 117 feet to the place of beginning, embracing part of said Lots #37 and #39 and Part of Lot #1 in Section 31, Township 12, Range 20, in the City of Lawrence, in Douglas County, Kansas, and commonly known as 925 Delaware Street.

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 no exceptions.

This grant is intended as a mortgage to secure the payment of ***Six Thousand One Hundred Seventy Four 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 is payable in thirty-six (36) monthly installments of \$171.50 due on the 8th day of each month beginning September 8, 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, 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lawrence W. Irland (SEAL)
Arletha M. Irland (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 8th day of August A. D. 1966

before me, Wanda M. Carleton a Notary Public

in and for said County and State, came Lawrence W. Irland and Arletha M. Irland, 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 10, 1966 at 9:40 A.M.

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