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MORTGAGE

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BOOK 145 (No. 52A)

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# This Indenture,

Made this 13th

day of

December

A. D. 19 66

, between

Nebe B. Smart and Betty Joleen Smart, 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 parties of the first part, in consideration of the sum of Ten Thousand Six Hundred Fifty-Six 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:

Lot No. Thirteen (13) in Addition No. Six(6) in that part of the City of Lawrence, formerly known as 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 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 Ten Thousand Six Hundred Fifty-Six & 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 Seventy-Two equal monthly installments of \$148.00 each due on the 27th day of each month beginning January 27, 1967,

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 parties 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

Nebe B. Smart (SEAL)  
Betty Joleen Smart (SEAL)  
Betty Joleen Smart (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 13th day of December A. D. 19 66

before me, Wanda M. Carleton a Notary Public in and for said County and State, came Nebe B. Smart and Betty Joleen Smart, 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 Dec. 12th 19 70

Wanda M. Carleton Notary Public  
Wanda M. Carleton

Recorded December 15, 1966 at 11:00 A.M.

Janice Beem Register of Deeds