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Reg. No. 1,680
Fee Paid \$16.25

293

MORTGAGE

7212

BOOK 145

(No. 82A)

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

This Indenture, Made this 21st day of DecemberA. D. 1966, between Richard A. Colbert and Peggy L. Colbert, 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

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixty-Five Hundred and Twenty-Three and 20/100 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:

the East Half of Lot Twenty (20), and all of Lot Twenty-One (21), in
Block Six (6), in Homewood Gardens, an Addition to the City of Lawrence,
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 Partdo 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 Sixty-Five Hundred Twenty-Three and 20/100 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 (72) equal monthly installments of \$90.60 each due on the 1st day of each month beginning February 1, 1967

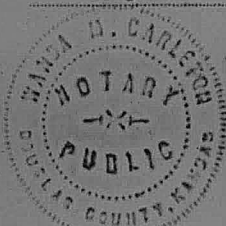
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due 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 hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Richard A. Colbert (SEAL)
Peggy L. Colbert (SEAL)
Peggy L. Colbert (SEAL)

STATE OF KANSAS,
County of DouglasBE IT REMEMBERED, That on this 21st day of December A. D. 19 66before me, Wanda M. Carleton a Notary Publicin and for said County and State, came Richard A. Colbert and Peggy L. Colbert, husband and wife

to me personally known to be the same person S 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 December 12 1970Wanda M. Carleton Notary Public
Wanda M. Carleton

is release
written
the original
large
stand
7th day
September
7
of Deeds
County

Recorded December 23, 1966 at 10:30 A.M.

RELEASE

Yancey 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 7th day of September, 1971. Lawrence Loan & Finance Co.
By Donald O. Phelps, partner Mortgagee. Owner.