

411  
Reg. No. 1,737  
Fee Paid \$11.50

MORTGAGE 7517 BOOK 145 (No. 82A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture, Made this 26th day of January

A. D. 1967, between Paul E. Stowe, a single and unmarried man

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and E. Rice Phelps and Donald O. Phelps, d/b/a Lawrence Loan  
and Finance Company, a partnership

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of  
~~Four Thousand Five Hundred Eighty Four and no/100~~ DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does  
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 Number One Hundred Sixty-Five (165) on the South side of Perry Street  
in Subdivision of Southwest Block of Addition Number Three (3) in that part  
of the City of Lawrence, know as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein.  
And the said Party of the First Part

does hereby covenant and agree that at the delivery hereof he is 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 ~~Four Thousand Five Hundred Eighty Four~~ \$4,584.00  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Party of the First Part to the  
said parties of the second part and payable in forty-eight (48) equal monthly installments  
of \$95.50 each due on the 28th day of each month, beginning February 28, 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, 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 overplus, if any there be, shall be paid by the parties  
making such sale, on demand to said Party of the First Part

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul E. Stowe (SEAL)

Paul E. Stowe (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 26th day of January A. D. 1967

before me, Wanda M. Carleton a Notary Public

in and for said County and State, came Paul E. Stowe, a single and  
unmarried man,

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. 12, 1970

Wanda M. Carleton Notary Public

Recorded January 31, 1967 at 10:10 A.M.

Garnie Beem Register of Deeds