

2-28-67

Reg. No. 1,785
Fee Paid 18.25

MORTGAGE

BOOK 145 (No. 52A)

7851 BOOK 146

The Official Publisher of Local Banks, Lawrence, Kansas

This Indenture.

Made this 28th day of February

A. D. 1967 between Robert E. Hawkins and Charlotte A. Hawkins, 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 & Finance Company

of the second part.

Witnesseth: That the said parties of the first part, in consideration of the sum of
Seventy-Three Hundred Eight & 10/100 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: Commencing at a point on the West boundary line of fractional
Lot Number Thirty-nine (39) on Delaware Street, in the City of Lawrence and Seventy-four
(74) feet South of the Northwest corner fractional Lot Thirty-seven (37) on said street;
thence South on the West line of said Lots Thirty-nine (39) and Forty-one (41) on Dela-
ware Street, 40 feet; thence East and parallel with the North line of said Lot 37, 117
feet; thence North 40 feet; thence West parallel with said fractional Lots 39 and 41
on Delaware Street and part of Lot 1 in Section 31, Township 12, South, Range 20 East
of the 6th P.M. all in the City of Lawrence;

Commencing at a point on the West Boundary line of fractional
Lot Number Thirty-nine (39) on Delaware Street, in the City of Lawrence and Seventy-four
(74) feet South of the Northwest corner fractional Lot Thirty-seven (37) on said street;
thence South on the West line of said Lots Thirty-nine (39) and Forty-one (41) on Dela-
ware Street, 40 feet; thence East and parallel with the North line of said Lot 37, 117
feet; thence North 40 feet; thence West parallel with said North line 117 feet to the
place of beginning, being parts of fractional Lots 39 and 41 on Delaware Street and
part of Lot 1 in Section 31, Township 12 South Range 20 East of the 6th P.M. all in the
City of Lawrence, this being a correction of an error in description on the Mortgage
hereto attached and filed for record on the 28th day of February, 1967 at 1:36 o'clock
P.M. and duly recorded in Book 145 of Mortgages at page 519 and bearing recording Number
7737 in the office of the Register of Deeds in and for 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 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 Seventy-Three Hundred and Eight and no/100
Dollars, according to the terms of ONE certain note

said Parties of the First Part this day executed and delivered by the
said parties of the second part, and payable in eighty-four (84) equal monthly installments

of Eighty-Seven (\$87.00) each due on the 5th day of each month, beginning April 5, 1967

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes
due and payable, and it shall be lawful for the said parties of the second part their executors, administrators,
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pro-
scribed by law, out of all the money 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 parties of the first 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
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Robert E. Hawkins (SEAL)

Charlotte A. Hawkins (SEAL)

Charlotte A. Hawkins (SEAL)