

MORTGAGE BOOK 146 9006 (No. 32A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 13th day of June
A. D. 1967, between Clarence T. Payne and Frances Payne, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Donald O. Phelps and E. Rice 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
Nineteen Hundred and Eighty 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: The North 1/2 of Lot 17 in Simpson's Subdivision in North
Lawrence; and That portion of the South Half of Lot No. Twenty (20) in Addition No. Eleven
(11), in North Lawrence, in the City of Lawrence, described as follows: Commencing at the
South East corner of Lot No. Twenty (20), in Addition No. Eleven (11) being on the North
side of Elm Street, in North Lawrence, thence running West 106 feet, thence North 135 8/10
feet, thence East 106 feet, thence South 135 8/10 feet to beginning, less the West 50 feet
of said tract, in Douglas County, Kansas; and The West Fifty (50) feet of the following des-
cribed tract: Commencing at the Southeast Corner of Lot Twenty (20), in Addition No. Eleven
(11), on the North side of Elm Street, in that portion of the City of Lawrence formerly known
as North Lawrence, thence running West One Hundred Six (106) feet, thence North 135 8/10 feet,
thence East 106 feet, thence South 135 8/10 feet to place of beginning
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 Nineteen Hundred and Eighty 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 payable in thirty (30) equal monthly installments of
\$66.00 each due on the 13th day of each month beginning July 13, 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 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 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

Clarence T. Payne (SEAL)
Frances Payne (SEAL)

STATE OF KANSAS,

Douglas County ss:



BE IT REMEMBERED, That on this 13th day of June A. D. 1967
before me, Wanda M. Carleton a Notary Public
in and for said County and State, came Clarence T. Payne and Frances
Payne, husband and wife

to me personally known to be the same persons 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
Wanda M. Carleton

Recorded June 14, 1967 at 11:01 A.M.

Janice Beem Register of Deeds