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MORTGAGE

9497

(No. 32A)

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

# This Indenture,

BOOK 147  
Made this 6th day of July

A. D. 19 67, between Walter Monroe Nelson and Effie Spotser Nelson, 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  
\*\*\*\*Eight Hundred Fifty Two 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 South 100 feet of the East 142 feet of the East 300 feet of the South Half  
of Block 29, in that part of the City of Lawrence known as West 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 part  
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 \*\*\*\*Eight Hundred Fifty Two 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 twenty-four (24) equal monthly payments  
of \$35.50 each due and payable on the 10th day of each month beginning August 10,  
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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Wanda M. Carleton

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 6th day of July A. D. 19 67

before me, Wanda M. Carleton a Notary Public  
in and for said County and State, came Walter Monroe Nelson and Effie  
Spotser Nelson, 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 12, 1970 1970

Wanda M. Carleton Notary Public

This release  
was written  
on the original  
mortgage  
entered  
file 25th day  
of August  
1970

Janice Beem  
Reg. of Deeds  
Deputy

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

RELEASE

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 1st day of November 1968.

E. Rice Phelps and Donald O. Phelps, Partners,  
d/b/a/Lawrence Loan and Finance Company  
By Donald O. Phelps  
Member Mortgagee. Owner.