

MORTGAGE BOOK 147 10506

STATE OF KANSAS,

Douglas County, ss.

This instrument was filed for record on the  
15 day of Sept  
19 67, at \_\_\_\_\_ o'clock A.M., and  
duly recorded in book \_\_\_\_\_  
of \_\_\_\_\_, at page \_\_\_\_\_  
Register of Deeds  
Deputy.

Fee \$ 3.00

**This Indenture,**  
Made this 14th day of September

A. D. 19 67, between John F. English and  
Patricia Jean English, his wife

of Lawrence

in the County of Douglas

and State of Kansas

English, husband and wife, and the survivor of them, as joint tenants  
and not as tenants in common

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Seven Thousand One Hundred (\$7,100.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do  
grant, bargain, sell and Mortgage to the said part ies 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 57.5 feet of Lot Thras (3) and the South 12.5 feet  
of Lot Two (2) in Block Ten (10) in Hillcrest Addition, an  
Addition to the City of Lawrence.

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 except a first and prior mortgage in favor of Capital Federal  
Savings and Loan Association, dated November 19, 1954, and recorded in  
Book 107, pages 510-512 of the records in the Office of the Register  
of Deeds of Douglas County.  
This grant is intended as a mortgage to secure the payment of Seven Thousand One Hundred (\$7100.00)  
Dollars, according to the terms of a certain promissory note this day executed and delivered by the  
said John F. English and Patricia Jean English, his wife to the  
said part ies of the second part and the survivor of them.

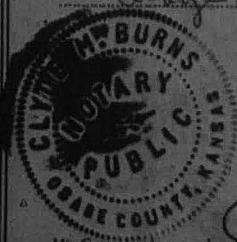
and this conveyance shall be void if such payments be made  
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the  
insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and  
payable, and it shall be lawful for the said part ies of the second part their executors, administrators and as-  
signs, 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 part ies making such sale, on  
demand to said first parties, their heirs and assigns.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their  
hand s and seal the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Osage County, ss.



BE IT REMEMBERED, That on this 14th day of September A. D. 19 67.

before me, Clyde M. Burns a Notary Public  
in and for said County and State, came John F. English and Patricia  
Jean English, his 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 January 11 19 71

Clyde M. Burns Notary Public  
CLYDE M. BURNS

Recorded September 15, 1967 at 10:15 A.M.

By Janice Beem Register of Deeds  
She Neusteter Deputy