

MORTGAGE

12864

BOOK 196 52A)

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This Indenture,

Made this 23rd day of April

A. D. 1968, between Harry R. McCoy and LaMerle C. McCoy, 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, d/b/a Lawrence Loan & Finance Company, a partnership

Parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ~~thirteen thousand one hundred fifty two and no/100ths~~ **thirteen thousand one hundred fifty two** 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:

Beginning at a point 110 feet West of the Northeast corner of Block #9 in that part of the City of Lawrence known as North Lawrence, thence West 110 feet, thence South 234 feet, thence East 110 feet, thence North 234 feet to the 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 ~~thirteen thousand one hundred fifty two and no/100ths~~ **thirteen thousand one hundred fifty two** 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 said note being payable in ninety-six (96) monthly installments of \$137.00 each due on the 6th day of each month beginning June 6, 1968

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, executors, administrators and assigns, 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 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

Harry R. McCoy (SEAL)
Harry R. McCoy (SEAL)
LaMerle C. McCoy (SEAL)
LaMerle C. McCoy (SEAL)

STATE OF KANSAS,

Douglas

County

24th

April

A. D. 1968

BE IT REMEMBERED, That on this

day of

before me, Wanda M. Carleton

a Notary Public

in and for said County and State, came Harry R. McCoy and LaMerle C. McCoy, 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 12/12 1970

Wanda M. Carleton Notary Public

