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Reg. No. 3,523  
Fee Paid \$9.50

661070

MORTGAGE BOOK 152 15562 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 11th day of December

A. D. 1968, between Evelyn Catherine Benschoter, a widow

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Donald O. Phelps

Party of the second part.

**Witnesseth**, That the said part Y of the first part, in consideration of the sum of  
--- Thirty-Seven Hundred and Sixty Two and no/100 --- DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do es  
grant, bargain, sell and Mortgage to the said part Y of the second part his 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:

Lot Seventy-One (71) in Fairfax; and Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.  
And the said Party of the First Part

do es hereby covenant and agree that at the delivery hereof she is 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 Thirty-Seven Hundred and Sixty-Two  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Party of the First Part to the  
said part Y of the second part, and payable in sixty (60) equal monthly installments  
of \$62.70 each due on the 20th of each month beginning January 20, 1969

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 Y of the second part his executors, administrators,  
ors 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 part Y  
making such sale, on demand to said Party of the First Part

her heirs and assigns

**In Witness Whereof**, The said part Y of the first part ha S hereunto set her  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

*Evelyn Catherine Benschoter*  
Evelyn Catherine Benschoter (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 11th day of December A. D. 19 68

before me, Wanda M. Carleton a Notary Public  
in and for said County and State, came Evelyn Catherine Benschoter,  
a widow,

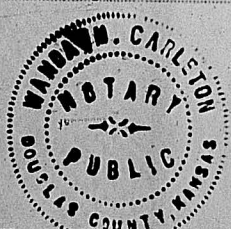
to me personally known to be the same person who executed the foregoing instrument  
of writing, and duly acknowledged the execution of the same.

**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 19 70

*Wanda M. Carleton*  
Wanda M. Carleton Notary Public



Recorded December 12, 1968 at 10:30 A.M.

*Janet Beem* Register of Deeds

For Assignment See Book 152 Page 244