

293

Reg. No. 3,810

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MORTGAGE BOOK 153 16879

(No. 52A)

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

**This Indenture**, Made this 1st day of April

A. D. 19 69, between Paul E. Stowe  
 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  
 --- Fifty-Five Hundred Eighty-Eight and 80/100 --- DOLLARS,  
 to him 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 Number One Hundred Sixty-Five (165) on the South Side  
 of Perry Street, in Subdivision of Southwest Block of Addition  
 Number Three (3) in that part of the City of Lawrence, known  
 as North 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 he 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 Fifty-Five Hundred Eighty-Eight and 80/100  
 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

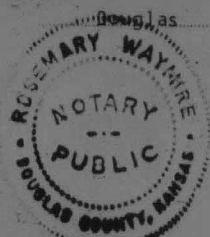
and this conveyance shall be void if such payments be made  
 as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or  
 if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become  
 due and payable, and it shall be lawful for the said part Y of the second part his executors, administrat-  
 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

In Witness Whereof, The said part Y of the first part ha S hereunto set his heirs and assigns  
 hand and seal the day and year first above written

Signed, Sealed and delivered in presence of

Paul E. Stowe (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS



BE IT REMEMBERED, That on this 1st day of April A. D. 19 69  
 before me, Rosemary Waymire a Notary Public  
 in and for said County and State, came Paul E. Stowe

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 Feb 6 19 73 Rosemary Waymire Notary Public

Recorded April 28, 1969 at 9:47 A.M.

Janece Beem Register of Deeds