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MORTGAGE BOOK 153 17302 (No. 52A)

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This Indenture, Made this 28th day of May
A. D. 1969, between Raymond E. Tingle and Rebecca M. Tingle, husband and wife

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

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
--- Seventy-Six Hundred and Fifty 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 party 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 Twenty-Six (26) in Addition Six (6) in that part of the City of
Lawrence formerly known as North 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

This grant is intended as a mortgage to secure the payment of Seventy-Six Hundred Fifty 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 party of the second part and payable in sixty (60) equal monthly installments of
\$127.50 each due on the first day of each month beginning July 1, 1969

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 party of the second part his 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 party
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

Raymond E. Tingle (SEAL)
Rebecca M. Tingle (SEAL)
Rebecca M. Tingle (SEAL)

STATE OF KANSAS

Douglas

County

BE IT REMEMBERED, That on this 28th day of May A. D. 1969

before me, Rosemary Waymire a Notary Public
in and for said County and State, came Raymond E. Tingle and Rebecca
M. Tingle, 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 Feb 6 1973

Rosemary Waymire Notary Public

Recorded June 2, 1969 at 10:01 A. M.

Yancee Beem Register of Deeds