

MORTGAGE BOOK 154

18055

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 5th day of August

A. D. 1969, between Arthur A. Gfeller and Rita Kay Gfeller, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Earl H. Powers and Geraldine M. Powers, husband and wife, or the survivor of them as joint tenants and not as tenants in common,
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred (\$1,500.00) 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 or the survivor all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot 21 in Block 10, in Lane Place, an Addition to the City of Lawrence, in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arthur A. Gfeller and Rita Kay Gfeller 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 Fifteen Hundred Dollars, according to the terms of a certain mortgage note this day executed and delivered by the said Arthur A. Gfeller and Rita Kay Gfeller to the said parties of the second part, with interest at the rate of 7% per annum until fully paid; principal due and payable on the 1st day of August, 1974; interest payable in monthly installments commencing September 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 parties of the second part their 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 Arthur A. Gfeller and Rita Kay Gfeller 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.

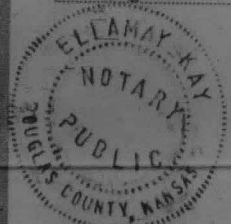
Signed, Sealed and Delivered in Presence of

Arthur A. Gfeller (SEAL)
Rita Kay Gfeller (SEAL)
Rita Kay Gfeller (SEAL)

STATE OF KANSAS,

Douglas County,

ss.



BE IT REMEMBERED, That on this 5th day of August A. D. 1969

before me, a Notary Public in and for said County and State, came Arthur A. Gfeller and Rita Kay Gfeller, husband and wife,

to me personally known to be the same persons 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 Sept. 3 1969

Ellamay Kay Notary Public