

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 18th day of Feb 1971.

This release  
was written  
on the original  
mortgage

entered  
this 18th day  
of February

1971

James Beem

Reg. of Deeds

Donald O. Phelps  
Mortgagee. Owner.

358

358

Reg. No. 4,131  
Fee Paid \$6.50

MORTGAGE BOOK 154 18300 (No. 52A)

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

# This Indenture, Made this 19th day of August

A. D. 1969, between Leo A. Souders and Florence E. Souders, 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  
Twenty-Five Hundred Seventy-Seven and 60/100 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:

Lots Twenty-four (24) and Twenty-five (25), Addition Six (6),  
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 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 Twenty-Five Hundred Seventy-Seven and 60/100  
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 thirty-six (36) equal monthly install-  
ments of \$71.60 each due on the first of each month  
and beginning October 1, 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 party 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 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  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leo A. Souders (SEAL)  
Leo A. Souders

Florence E. Souders (SEAL)  
Florence E. Souders

STATE OF KANSAS,

Douglas County

County

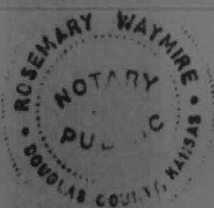
BE IT REMEMBERED, That on this 19th day of August A. D. 1969  
before me, Rosemary Waymire a Notary Public  
in and for said County and State, came Leo A. Souders and Florence  
E. Souders, husband and wife

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 February 6 1973

Rosemary Waymire Notary Public



Recorded August 21, 1969 at 9:30 A.M.

James Beem Register of Deeds